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

Nicholas A. Toumpas  
 Commissioner

Mary Ann Cooney  
 Associate  
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301  
 603-271-9404 1-800-852-3345 Ext. 9404  
 Fax: 603-271-4232 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

November 19, 2015

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

Retroactive

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services to enter into a **retroactive** amendment with Valley Regional Healthcare, Inc. 243 Elm Street, Claremont, NH 03743 (Vendor #177158), to change the In Home Health Aide Level of Care Services rate, retroactive to July 1, 2015, and to provide additional In-Home Care Services by increasing the price limitation by \$74,126.25, from \$797,994 to \$872,120.25, effective upon the date of Governor and Executive Council approval through September 30, 2016. The Governor and Executive Council approved the Agreement on June 18, 2014 (Item #110), and an amendment to the Agreement on June 24, 2015 (Item #68). 45% Federal Fund 55% General Funds.

Funding is available in State Fiscal Years 2016 and 2017 in the following accounts, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council.

**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**

Class Account	Class Title	State Fiscal Year	Amount	Increased (Decreased) Budget	Revised Modified Budget
540-500382	Social Services Contracts	2015	\$64,602.00		\$64,602.00
540-500382	Social Services Contracts	2016	\$64,602.00	\$24,302.00	\$88,904.00
540-500382	Social Services Contracts	2017	\$16,150.50	\$6,075.50	\$22,226.00
		<b>Subtotal</b>	<b>\$145,354.50</b>	<b>\$30,377.50</b>	<b>\$175,732.00</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**

<b>Class Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Amount</b>	<b>Increased (Decreased) Budget</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2015	\$281,362.00		\$281,362.00
543-500385	Adult In Home Care	2016	\$281,362.00	\$34,999.00	\$316,361.00
543-500385	Adult In Home Care	2017	\$70,340.50	\$8,749.75	\$79,090.25
566-500918	Adult Group Day Care	2015	\$8,700.00		\$8,700.00
566-500918	Adult Group Day Care	2016	\$8,700.00		\$8,700.00
566-500918	Adult Group Day Care	2017	\$2,175.00		\$2,175.00
		<b>Subtotal</b>	\$652,639.50	\$43,748.75	\$696,388.25
		<b>Grand Total</b>	\$797,994.00	\$74,126.25	\$872,120.25

**EXPLANATION**

This Requested Action is **retroactive** because it changes the rate that should have been in effect July 1, 2015. The Department inadvertently assigned the incorrect rate to the service when completing Amendment #1 to the Agreement.

Additionally, this request seeks approval to amend Valley Regional Healthcare’s contract to increase the amount of funding for In-Home Care Services. Lake Sunapee Community Health Services notified the Department in advance that it would no longer provide In Home Care Services after June 30, 2015. The agency worked with the Department and Valley Regional Health Care to transition clients.

In Home Care Services are provided to seniors and disabled persons who are not eligible for Medicaid; the services support their health, independence and ability to remain in their homes and communities.

Should the Governor and Executive Council not authorize this Amendment, the Contractor will have a higher rate than other Contractors who provide the same service and will have less half-hour units of In Home Health Aide Level of Care Services available for clients. Also, individuals who previously received In-Home Care Services from Lake Sunapee Community Health Services will not receive them.

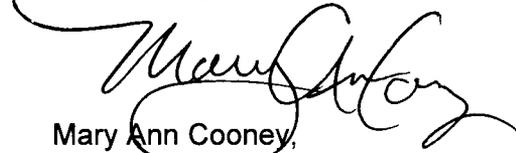
The Contractor was selected through a complete bid process.

Area served: Sullivan County, and the towns of Enfield, Grafton, and Lebanon in Grafton County.

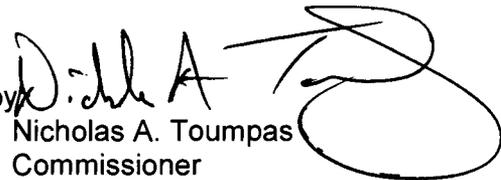
Source of funds: 45% Federal Funds from the Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 15AANHT3SS, and Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, Federal Award Identification Number 1601NHSOSR75, and 55% General Funds.

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

Respectfully submitted,



Mary Ann Cooney,  
Associate Commissioner

Approved by   
Nicholas A. Toumpas  
Commissioner



**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide Level of Care,  
In Home Nursing Level of Care Services and Adult Day Program Services**

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**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the In Home Care, In Home Health Aide Level of Care,  
In Home Nursing Level of Care Services and Adult Day Program Services**

This second Amendment to the In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services and Adult Day Program Services (hereinafter referred to as "Amendment 2") dated October 21, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Valley Regional Healthcare, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 243 Elm Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014, (Item #110) (hereinafter referred to as "Contract"), and amended by an agreement (Amendment #1 to the Contract) approved on June 24, 2015 (Item #68), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37), the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council;

WHEREAS, the State and the Contractor agree to change the In Home Health Aide Level of Care Services rate, and to increase the price limitation for additional In Home Care Services within the completion date; and

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #2, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.8 Price Limitation to read: \$872,120.25
3. Amend Exhibit B Amendment #1 by striking Table A:

*The remainder of the page is left intentionally blank.*



New Hampshire Department of Health and Human Services  
 In Home Care, In Home Health Aide Level of Care,  
 In Home Nursing Level of Care Services and Adult Day Program Services

Table A				
Funding Source	Service	Rates per Half Hour/Hour of Service	Total Maximum Dollar Amount Allowed by Funding Source 7/1/15-6/30/16	Total Maximum Dollar Amount Allowed by Funding Source 7/1/16-9/30/16
Title XX	In Home Care Services	\$8.38 (1/2hr)	\$281,362.00	\$70,340.50
Title XX	AGDC- Medical	\$7.25 (hr)	\$8,700.00	\$2,175.00
Title IIIB	In Home Care Services	\$8.38 (1/2hr)	\$32,590.00	\$8,147.50
Title IIIB	In Home Health Aide Level Care Services	\$24.50 (1/2hr)	\$26,937.00	\$6,734.25
Title IIIB	AGDC-Medical	\$7.25 (hr)	\$5,075.00	\$1,268.75
TOTAL			<b>\$354,664.00</b>	<b>\$88,666.00</b>

And inserting in its place:

Table A Amendment #1				
Funding Source	Service	Rates per Half Hour/Hour of Service	Total Maximum Dollar Amount Allowed by Funding Source 7/1/15-6/30/16	Total Maximum Dollar Amount Allowed by Funding Source 7/1/16-9/30/16
Title XX	In Home Care Services	\$8.38 (1/2hr)	\$316,361.00	\$79,090.25
Title XX	AGDC- Medical	\$7.25 (hr)	\$8,700.00	\$2,175.00
Title IIIB	In Home Care Services	\$8.38 (1/2hr)	\$56,892.00	\$14,223.00
Title IIIB	In Home Health Aide Level Care Services	\$12.50 (1/2hr)	\$26,937.00	\$6,734.25
Title IIIB	AGDC-Medical	\$7.25 (hr)	\$5,075.00	\$1,268.75
TOTAL			<b>\$413,965.00</b>	<b>\$103,491.25</b>



**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide Level of Care,  
In Home Nursing Level of Care Services and Adult Day Program Services**

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4. Amend Exhibit C-1 by striking paragraph 6:
  6. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and is replaced with the following subparagraph:
    - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$25,000,000 per occurrence; and

And inserting in its place:

6. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and is replaced with the following subparagraph:
  - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$2,000,000 per occurrence.

*The remainder of the page is left intentionally blank.*



New Hampshire Department of Health and Human Services  
 In Home Care, In Home Health Aide Level of Care,  
 In Home Nursing Level of Care Services and Adult Day Program 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

11/30/15  
 Date

Mary Ann Conway  
 NAME MARY ANN CONWAY  
 TITLE ASSOCIATE COMMISSIONER

Valley Regional Healthcare, Inc.

Oct. 23, 2015  
 Date

Peter Wright  
 NAME Peter Wright  
 TITLE President

Acknowledgement:

State of NH, County of Sullivan on Oct 23, 2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Gonette Saem  
 Name and Title of Notary or Justice of the Peace



**New Hampshire Department of Health and Human Services  
 In Home Care, In Home Health Aide Level of Care,  
 In Home Nursing Level of Care Services and Adult Day Program Services**

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

OFFICE OF THE ATTORNEY GENERAL

Date 12/7/15

\_\_\_\_\_  
 Name: Miriam A. Apple  
 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

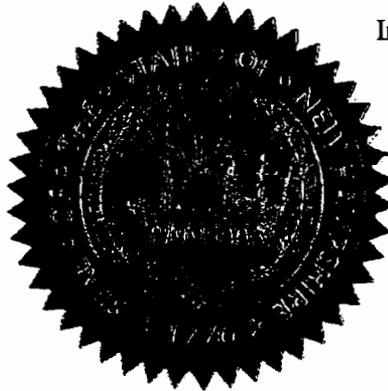
\_\_\_\_\_  
 Date

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

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 VALLEY REGIONAL HEALTHCARE, INC. is a New Hampshire nonprofit corporation formed January 30, 1986. 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 13<sup>th</sup> day of May A.D. 2015

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Allan Berggren, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Valley Regional Healthcare.  
(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 Dec. 9, 2017  
(Date)

**RESOLVED:** That the 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 23 day of October, 2015.  
(Date Contract Signed)

4. Peter J. Wright is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Allan Berggren  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Sullivan

The forgoing instrument was acknowledged before me this 23 day of October, 2015.

By Allan Berggren, Secretary  
(Name of Elected Officer of the Agency)

Gonette Daino  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/13/20



Client#: 5853

VALLEYRE

**ACORD**<sup>TM</sup>

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)  
10/15/2015

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).

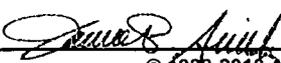
<b>PRODUCER</b> William Gallagher Associates Insurance Brokers, Inc. 470 Atlantic Avenue Boston, MA 02210	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 617 261-6700		FAX (A/C, No): 617-646-0400	
	<b>E-MAIL ADDRESS:</b>			
<b>INSURED</b> Valley Regional Hospital 243 Elm Street Claremont, NH 03743	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>	
	<b>INSURER A :</b> A.I.M. Mutual Insurance Co.		33758	
	<b>INSURER B :</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 INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>GENERAL LIABILITY</b> <input type="checkbox"/> 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						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? <input type="checkbox"/> Y / <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			<b>WRZ80080069362015A</b>	<b>10/01/2015</b>	<b>10/01/2016</b>	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
**Policy includes coverage for Valley Regional Healthcare, Inc.**

<b>CERTIFICATE HOLDER</b> State of New Hampshire NH Department of Health & Human Services Bureau of Adult & Elderly 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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### MISSION

Foster optimal and sustainable population health.

### VISION

Valley Regional Healthcare will provide compassionate, affordable, evidence-based, high quality care in partnership with the community.

### GUIDING PRINCIPLES

- Integrity
- Excellence
- Accountability
- Compassion

### CRITICAL ISSUES

- People
- Quality
- Service
- Community
- Growth
- Finance



## STRATEGIC GOALS

### GOAL 1

Enhance our culture of excellence and accountability

#### Objectives:

- i. Establish and implement standards and goals for excellence in patient and family service by researching and implementing clinical best practices that reduce waste and improve outcomes.
- ii. Establish a fair and just culture by creating a safe and accountable environment that supports creativity and innovation.
- iii. Continue to collaborate and promote opportunities with educational institutions.
- iv. Become an employer of choice in the Upper Valley by supporting a culture of openness, transparency and career development.
- v. Develop a succession plan for all key positions.

### GOAL 2

Define core services that address community needs, increase value and distinguish Valley Regional in the Upper Valley

#### Objectives:

- i. Become the provider of choice for local primary care by developing a patient-centered medical home, improving access to care and utilizing best practices.
- ii. Establish strong emergent/urgent care that provides access to the right care locally and integrates with goals set for primary care and a medical home.
- iii. Leverage and expand business relationships to become an occupational medicine center of excellence.
- iv. Evaluate the feasibility of inpatient mental health/psychiatric care collaborating with existing providers
- v. Evaluate the feasibility of developing a regional "hand center of excellence."
- vi. Promote and expand outpatient rehabilitation services that complement but do not directly compete with Mt. Ascutney's program.

## GOAL 3

Achieve sustainable organizational financial strength

### *Objectives:*

- i. Establish financial targets and prepare a financial improvement plan that will achieve those targets within a defined time.
- ii. Grow service lines while fee-for-service payment is viable.
- iii. Prepare for value-based reimbursement, ACOs and population health.
- iv. Redesign and strengthen philanthropy.
- v. Increase market share for identified core services.

## GOAL 4

Develop strong local and regional networks of care

### *Objectives:*

- i. Investigate options to gain efficiency through regionalization of support and clinical functions.
- ii. Research and define a patient-centered IT strategy.
- iii. Implement the medical staff development plan through collaboration with regional partners.

## GOAL 5

Earn the faith and support of the community through engagement and active participation.

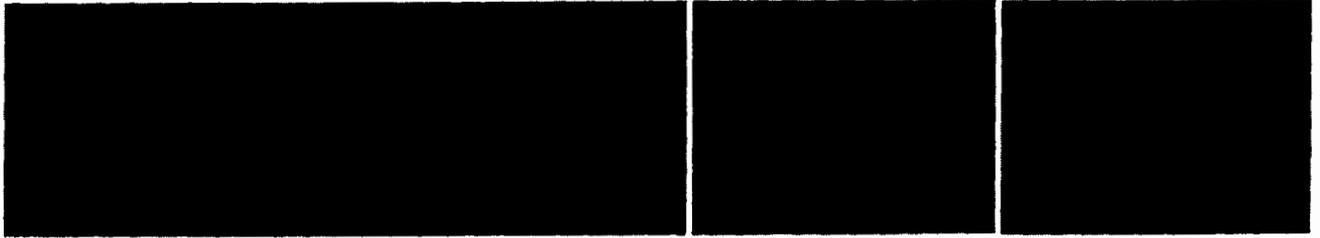
### *Objectives:*

- i. Reestablish the Assembly of Overseers as an integral part of Valley Regional's governance.
- ii. Ensure the Valley Regional Board of Trustees is knowledgeable about evolving trends in healthcare delivery.
- iii. Develop and implement a sustainable community education plan.
- iv. Define and articulate the Valley Regional brand around core services, guiding principles and vision.
- v. Require and support community involvement from all leaders.
- vi. Actively participate in community initiatives and events that support the strategic plan.

## GOAL 6

Identify and evaluate affiliation options





**CONSOLIDATED FINANCIAL STATEMENTS**

and

**ADDITIONAL INFORMATION**

**September 30, 2014 and 2013**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Valley Regional Healthcare, Inc.

We have audited the accompanying consolidated financial statements of Valley Regional Healthcare, Inc. and Subsidiary, which comprise the consolidated balance sheets as of September 30, 2014 and 2013, 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 consolidated financial position of Valley Regional Healthcare, Inc. and Subsidiary as of September 30, 2014 and 2013, 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.

Board of Trustees  
Valley Regional Healthcare, Inc.

***Report on Supplementary Information***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. Schedules 1 and 2 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with U.S. generally accepted auditing standards. In our opinion, Schedules 1 and 2 are fairly stated in all material respects in relation to the consolidated financial statements as a whole.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
January 22, 2015

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Consolidated Balance Sheets**

**September 30, 2014 and 2013**

**ASSETS**

	<u>2014</u>	<u>2013</u>
Current assets		
Cash and cash equivalents	\$ 9,545,539	\$ 4,964,739
Short-term investments	2,409,253	2,160,033
Assets limited as to use under bond indenture, current portion	535,000	498,153
Patient accounts receivable, net of allowances for doubtful accounts and contractual allowances of \$5,652,781 in 2014 and \$6,084,402 in 2013	3,611,594	3,816,555
Supplies	634,981	742,511
Prepaid expenses	417,894	468,160
Other accounts receivable	<u>1,921,438</u>	<u>1,641,302</u>
Total current assets	<u>19,075,699</u>	<u>14,291,453</u>
Assets limited as to use		
Internally designated for capital acquisitions and community service	22,681,820	20,539,116
Restricted cash	<u>118,584</u>	<u>93,756</u>
Total assets limited as to use, excluding current portion	<u>22,800,404</u>	20,632,872
Property and equipment, net	19,167,560	20,716,455
Long-term investments	1,973,692	6,441,357
Beneficial interests in perpetual trusts	3,976,203	3,687,952
Debt issuance costs, less accumulated amortization of \$78,518 in 2014 and \$64,363 in 2013	181,893	196,048
Cash surrender value of life insurance	289,183	289,183
Other assets	<u>25,526</u>	<u>114,250</u>
Total assets	<u>\$67,490,160</u>	<u>\$66,369,570</u>

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

## LIABILITIES AND NET ASSETS

	<u>2014</u>	<u>2013</u>
Current liabilities		
Current portion of long-term debt	\$ 535,000	\$ 515,000
Accounts payable and accrued expenses	2,721,369	2,549,515
Accrued compensated absences	1,035,692	1,198,155
Accrued salaries and related amounts	587,182	692,527
Estimated third-party payor settlements	6,232,956	4,871,274
Deferred revenue	156,925	93,213
Other current liabilities	<u>653,629</u>	<u>1,045,614</u>
Total current liabilities	11,922,753	10,965,298
Long-term debt, excluding current portion	24,240,000	24,775,000
Interest rate swaps	2,388,577	2,716,613
Other liabilities	<u>25,526</u>	<u>114,250</u>
Total liabilities	<u>38,576,856</u>	<u>38,571,161</u>
Net assets		
Unrestricted	23,324,459	22,680,280
Temporarily restricted	1,358,748	1,176,283
Permanently restricted	<u>4,230,097</u>	<u>3,941,846</u>
Total net assets	<u>28,913,304</u>	<u>27,798,409</u>
Total liabilities and net assets	<u>\$67,490,160</u>	<u>\$66,369,570</u>

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**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Consolidated Statements of Operations**

**Years Ended September 30, 2014 and 2013**

	<u>2014</u>	<u>2013</u>
Unrestricted revenues, gains, and other support		
Patient service revenue (net of contractual allowances and discounts)	\$43,419,204	\$43,834,637
Less provision for bad debts	<u>4,262,649</u>	<u>4,630,665</u>
Net patient service revenue	<b>39,156,555</b>	39,203,972
Other revenues	<b>1,408,147</b>	1,361,959
Meaningful use revenue	<b>367,406</b>	439,107
Grant revenue	<b>337,878</b>	351,881
Net assets released from restrictions used for operations	<u>17,768</u>	<u>14,484</u>
Total unrestricted revenues, gains, and other support	<b><u>41,287,754</u></b>	<b><u>41,371,403</u></b>
Expenses		
Salaries	<b>19,602,687</b>	20,151,977
Employee benefits	<b>5,564,582</b>	5,183,302
Supplies and other	<b>12,422,103</b>	11,667,378
Insurance	<b>356,181</b>	373,596
Depreciation and amortization	<b>2,418,267</b>	2,440,222
Interest	<b>1,145,221</b>	1,128,784
Medicaid enhancement tax	<u>2,032,100</u>	<u>2,035,407</u>
Total expenses	<b><u>43,541,141</u></b>	<b><u>42,980,666</u></b>
Operating loss	<b><u>(2,253,387)</u></b>	<b><u>(1,609,263)</u></b>
Nonoperating gains		
Investment income	<b>1,999,290</b>	1,032,208
Contributions and program support	<b>18,523</b>	50,470
Other nonoperating gains	<b>135,980</b>	193,492
Unrealized gain on interest rate swaps	<u>328,036</u>	<u>1,413,705</u>
Nonoperating gains, net	<b><u>2,481,829</u></b>	<b><u>2,689,875</u></b>
Excess of revenues, gains, and other support over expenses and nonoperating gains	<b>228,442</b>	1,080,612
Change in net unrealized gains on investments	<b>355,207</b>	1,477,073
Net assets released for restrictions used for the purchase of property and equipment	<u>60,530</u>	-
Increase in unrestricted net assets	<b><u>\$ 644,179</u></b>	<b><u>\$ 2,557,685</u></b>

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

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Consolidated Statements of Changes in Net Assets**

**Years Ended September 30, 2014 and 2013**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balances, October 1, 2012	\$ <u>20,122,595</u>	\$ <u>1,063,985</u>	\$ <u>3,813,940</u>	\$ <u>25,000,520</u>
Excess of revenues, gains, and other support over expenses and nonoperating gains	1,080,612	-	-	1,080,612
Change in net unrealized gains on investments	1,477,073	-	-	1,477,073
Net realized and unrealized gains on investments	-	106,040	-	106,040
Net unrealized gains on beneficial interests in perpetual trusts	-	-	127,906	127,906
Restricted investment income	-	15,774	-	15,774
Restricted contributions	-	4,968	-	4,968
Net assets released from restrictions used for operations	-	(14,484)	-	(14,484)
Change in net assets	<u>2,557,685</u>	<u>112,298</u>	<u>127,906</u>	<u>2,797,889</u>
Balances, September 30, 2013	<u>22,680,280</u>	<u>1,176,283</u>	<u>3,941,846</u>	<u>27,798,409</u>
Excess of revenues, gains, and other support over expenses and nonoperating gains	228,442	-	-	228,442
Change in net unrealized gains on investments	355,207	-	-	355,207
Net realized and unrealized gains on investments	-	111,160	-	111,160
Net unrealized gains on beneficial interests in perpetual trusts	-	-	288,251	288,251
Restricted investment income	-	16,832	-	16,832
Restricted contributions	-	132,771	-	132,771
Net assets released from restrictions used for operations	-	(17,768)	-	(17,768)
Net assets released from restrictions used for the purchase of property and equipment	60,530	(60,530)	-	-
Change in net assets	<u>644,179</u>	<u>182,465</u>	<u>288,251</u>	<u>1,114,895</u>
Balances, September 30, 2014	\$ <u>23,324,459</u>	\$ <u>1,358,748</u>	\$ <u>4,230,097</u>	\$ <u>28,913,304</u>

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

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Consolidated Statements of Cash Flows**

**Years Ended September 30, 2014 and 2014**

	<u>2014</u>	<u>2013</u>
Cash flows from operating activities		
Change in net assets	\$ 1,114,895	\$ 2,797,889
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	2,418,267	2,440,222
Provision for bad debts	4,262,649	4,630,665
(Gain) loss on disposal of equipment	(6,601)	2,760
Net realized and unrealized gains on investments	(1,995,648)	(2,150,533)
Net unrealized gains on interest rate swaps	(328,036)	(1,413,705)
Equity in income of investee	10,777	(938)
Restricted contributions and investment income	(149,603)	(20,742)
Net unrealized gains on beneficial interests in perpetual trusts	(288,251)	(127,906)
(Increase) decrease in		
Patient accounts receivable	(4,057,688)	(4,785,232)
Supplies	107,530	(66,158)
Prepaid expenses	50,266	(110,545)
Other accounts receivable	(280,136)	2,726,704
Increase (decrease) in		
Accounts payable and accrued expenses	171,854	(376,131)
Accrued salaries and related amounts	(267,808)	146,164
Estimated third-party payor settlements	1,361,682	(40,009)
Other liabilities	<u>(328,273)</u>	<u>(2,041,943)</u>
Net cash provided by operating activities	<u>1,795,876</u>	<u>1,610,562</u>
Cash flows from investing activities		
Purchases of property and equipment	(868,991)	(352,967)
Proceeds from sale of equipment	20,375	-
Proceeds from sale of investments	5,110,893	534,361
Purchases of investments	<u>(1,111,956)</u>	<u>(6,158,500)</u>
Net cash provided (used) by investing activities	<u>3,150,321</u>	<u>(5,977,106)</u>
Cash flows from financing activities		
Payments on long-term debt	(515,000)	(495,000)
Proceeds from restricted contributions and investment income	<u>149,603</u>	<u>20,742</u>
Net cash used by financing activities	<u>(365,397)</u>	<u>(474,258)</u>
Net increase (decrease) in cash and cash equivalents	4,580,800	(4,840,802)
Cash and cash equivalents, beginning of year	<u>4,964,739</u>	<u>9,805,541</u>
Cash and cash equivalents, end of year	\$ <u>9,545,539</u>	\$ <u>4,964,739</u>
Supplemental cash flow information		
Cash paid for interest	\$ <u>1,143,803</u>	\$ <u>1,131,454</u>

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

# VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

## Notes to Financial Statements

September 30, 2014 and 2013

### Organization

Valley Regional Healthcare, Inc. and Subsidiary (VRHC or Organization) is a not-for-profit corporation organized under the laws of the State of New Hampshire for the purpose of providing inpatient, outpatient, home health care, and primary care services. VRHC was established as a tax-exempt holding company whose purpose is to provide and promote health care and health education in the Sullivan County, New Hampshire area. VRHC is the parent company of Valley Regional Hospital, Inc. (VRH or Hospital).

The Organization is a member of the New England Alliance for Health (NEAH), a limited liability company owned and managed by Mary Hitchcock Memorial Hospital. NEAH makes various services available to the Organization and other members on a contract basis.

### 1. Summary of Significant Accounting Policies

#### Principles of Consolidation

The consolidated financial statements of Valley Regional Healthcare, Inc. and Subsidiary represent the activities of the Hospital and VRHC after eliminating all material intercompany balances and transactions.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. 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

For purposes of reporting consolidated statements of cash flows, the Organization considers all cash accounts, which are not subject to withdrawal restrictions or penalties, purchased with a maturity of three months or less, as cash and cash equivalents in the accompanying consolidated balance sheets.

#### Patient Accounts Receivable

Patient accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to operations and a credit to a valuation allowance based on its assessment of individual accounts and historical adjustments. 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 patient accounts receivable.

## VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

### Notes to Financial Statements

September 30, 2014 and 2013

In evaluating the collectibility of accounts receivable, the Organization analyzes past results and identifies trends for each of its major payor sources of revenue to estimate the appropriate allowance for doubtful accounts and provision for bad debts. Management regularly reviews data about these major payor sources in evaluating the sufficiency of the allowance for doubtful accounts. For receivables associated with services provided to patients who have third-party coverage, the Organization analyzes contractually due amounts and provides an allowance for doubtful accounts and a provision for bad debts, if necessary. For receivables associated with self-pay patients (which include both patients without insurance and patients with deductible and copayment balances due for which third-party coverage exists for part of the bill), the Organization records a provision for bad debts in the period of service based on past experience, which indicates that many patients are unable or unwilling to pay amounts for which they are financially responsible. The difference between the standard rates (or the discounted rates if negotiated or eligible) and the amounts actually collected after all reasonable collection efforts have been exhausted is charged against the allowance for doubtful accounts.

During 2014, the Organization decreased its estimate from \$3,489,423 to \$3,041,148 in the allowance for doubtful accounts relating to self-pay patients and during 2013 the Organization decreased its estimate from \$3,738,130 to \$3,489,423 in the allowance for doubtful accounts relating to self-pay patients. During 2014, self-pay write-offs decreased from \$4,860,452 to \$4,626,780 and during 2013 self-pay write-offs increased from \$4,407,369 to \$4,860,452. Such changes in write-off amounts resulted from trends experienced in the collection of amounts from self-pay patients.

#### **Supplies**

Supplies are valued using the moving average cost for storeroom and central services supplies and lower of cost (first in, first out) or market for all other supplies.

#### **Investments and Investment Income**

Investments in equity securities with readily determinable fair values and all investments in debt securities are measured at fair value in the balance sheet. Investment income or loss (including realized gains and losses on investments, interest, and dividends) is included in the excess of revenues, gains, and other support over expenses and nonoperating gains unless the income or loss is restricted by donor or law. Unrealized gains and losses on investments are excluded from this measure, and reported as an increase or decrease in net assets.

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 consolidated balance sheets and statements of operations.

#### **Assets Limited as to Use**

Assets limited as to use primarily consist of assets held by trustees under indenture agreements and designated assets set aside by the Board of Trustees for future capital improvements, over which the Board retains control and which it may, at its discretion, subsequently use for other purposes.

# VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

## Notes to Financial Statements

September 30, 2014 and 2013

### Donor-Restricted Gifts

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. 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, such temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statements 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.

Donor-restricted endowment gifts are reported as long-term investments or as beneficial interests in perpetual trusts.

### Property and Equipment

Property and equipment acquisitions are recorded at cost or, if contributed, at fair market value determined at the date of donation. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed using the straight-line method. Interest cost incurred on borrowed funds during the period of construction of capital assets is capitalized as a component of the cost of acquiring those assets.

Gifts of long-lived assets such as land, buildings, or equipment are reported as unrestricted support, and are excluded from the excess of revenues, gains, and other support over expenses and nonoperating gains, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

### Debt Issuance Costs

Costs related to the issuance of debt are deferred and amortized on the straight-line method over the period during which the debt is outstanding. Amortization of debt issuance costs amounted to \$14,155 for the years ended September 30, 2014 and 2013.

### Interest Rate Swaps

VRHC uses interest rate swap contracts to mitigate the cash flow exposure of interest rate movements on variable-rate debt. The Organization has adopted Financial Accounting Standards Board (FASB), Accounting Standards Codification (ASC) 815, *Derivatives and Hedging*, to account for its interest rate swap contracts. The interest rate swap contracts have not been designated as cash flow hedges. Gains and losses on derivative financial instruments not designated as cash

## VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

### Notes to Financial Statements

September 30, 2014 and 2013

flow hedges are required to be included in the performance indicator. As a result, the gains on interest rate swaps for 2014 and 2013 have been included in the excess of revenues, gains, and other support over expenses and nonoperating gains.

#### **Employee Fringe Benefits**

The Organization has an "earned time" plan which provides benefits to employees for paid leave hours. Under this plan, each employee earns paid leave for each period worked. These hours of paid leave may be used for vacations, holidays, or illnesses. Hours earned, but not used, are vested with the employee. The Organization accrues a liability for such paid leave as it is earned.

#### **Deferred Revenue**

The Organization receives equal monthly payments from the State of New Hampshire for grant funds. Deferred revenue is recorded to recognize payments received in excess of services provided according to the grant terms.

#### **Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Organization has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Organization in perpetuity.

The Organization has interpreted State law as requiring realized gains of permanently restricted net assets to be retained in a temporarily restricted net asset classification until appropriated by the Board and expended. State law allows the Board to appropriate so much of the net appreciation of permanently restricted net assets as is prudent considering the Organization's long- and short-term needs, present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions. No amounts were appropriated in 2014 or 2013.

#### **Net Patient Service Revenue**

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. Payment arrangements include prospectively determined rates per discharge, reimbursed costs, discounted charges, and per diem payments. Net patient service revenue is reported at the estimated net realizable amounts from patients, third-party payors, and others for services 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.

# VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

## Notes to Financial Statements

September 30, 2014 and 2013

### 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.

### Excess of Revenues, Gains, and Other Support Over Expenses and Nonoperating Gains

The consolidated statements of operations include excess of revenues, gains, and other support over expenses and nonoperating gains. Changes in unrestricted net assets which are excluded from this measure, consistent with industry practice, include unrealized gains on investments, 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).

### Health Insurance

VRHC is partially self-insured with respect to health care coverage. This coverage provides medical health benefits to eligible employees and their eligible dependents. Stop loss coverage is in effect which limits the Organization's exposure to loss on an individual basis of \$85,000 (excluding services rendered by the Organization to participants) and an annual aggregate basis of \$1,000,000 (excluding services rendered by the Organization to participants). The Organization estimates an accrual for claims incurred but not reported. Medical insurance expense approximated \$4,184,000 and \$3,882,000 in 2014 and 2013, respectively.

### Income Taxes

The Organization is a not-for-profit corporation as described in Section 501(c)(3) of the Internal Revenue Code (Code), and is exempt from federal income taxes on related income.

### Functional Expenses

The Organization provides general health care services to residents within its geographic location. Expenses related to providing these services were as follows for the year ended:

	<u>2014</u>	<u>2013</u>
Health care services	\$39,203,743	\$39,075,798
General and administrative	<u>4,337,398</u>	<u>3,904,868</u>
	<u>\$43,541,141</u>	<u>\$42,980,666</u>

### Reclassifications

Certain amounts in the 2013 consolidated financial statements have been reclassified to conform to the current year's presentation.

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Notes to Financial Statements**

**September 30, 2014 and 2013**

**Subsequent Events**

For purposes of the preparation of these financial statements in conformity with GAAP, management has considered transactions or events occurring through January 22, 2015, the date the September 30, 2014, financial statements were issued.

**2. Net Patient Service Revenue and Net Patient Accounts Receivable**

Patient service revenue and contractual and other allowances consisted of the following for the year ended September 30:

	<u>2014</u>	<u>2013</u>
Patient services		
Inpatient	\$ 9,365,981	\$11,174,737
Outpatient	<u>52,109,925</u>	<u>50,466,107</u>
Gross patient service revenue	<u>61,475,906</u>	<u>61,640,844</u>
Less Medicare and Medicaid allowances	10,580,758	10,175,196
Less other contractual allowances	5,159,629	5,545,459
Less charity care	<u>2,316,315</u>	<u>2,085,552</u>
	<u>18,056,702</u>	<u>17,806,207</u>
Patient service revenue (net of contractual allowances and discounts)	43,419,204	43,834,637
Less provision for bad debts	<u>4,262,649</u>	<u>4,630,665</u>
Net patient service revenue	<u>\$39,156,555</u>	<u>\$39,203,972</u>

Net patient accounts receivable were as follows:

	<u>2014</u>	<u>2013</u>
Gross patient accounts receivable	\$ 9,264,375	\$ 9,900,957
Less allowance for doubtful accounts	3,041,148	3,489,423
Less contractual allowances	<u>2,611,633</u>	<u>2,594,979</u>
Net patient accounts receivable	<u>\$ 3,611,594</u>	<u>\$ 3,816,555</u>

## VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

### Notes to Financial Statements

September 30, 2014 and 2013

The Organization has agreements with third-party payors that provide for payments to the Organization at amounts different from its established rates. A summary of the payment arrangements with major third-party payors follows:

#### **Medicare**

The Hospital is a Critical Access Hospital (CAH) and is reimbursed 101% of allowable cost for its inpatient and outpatient services rendered to Medicare beneficiaries. The Hospital is reimbursed for cost reimbursable items at tentative rates, with final settlement determined after submission of annual cost reports by the Hospital and audits thereof by the Medicare fiscal intermediary. The Hospital's Medicare cost reports have been audited by the Medicare fiscal intermediary through September 30, 2010.

Home health services rendered to Medicare program beneficiaries are paid at prospectively determined rates based on clinical, diagnostic, and other factors. Reimbursement of home health services is not impacted by the CAH designation.

#### **Medicaid**

Inpatient services rendered to Medicaid program beneficiaries are reimbursed at prospectively determined rates per day of hospitalization. The prospectively determined per-diem rates are not subject to retroactive adjustment. Outpatient services rendered to Medicaid program beneficiaries are reimbursed under a cost reimbursement methodology. The Organization is reimbursed at a tentative rate with final settlement determined after submission of annual cost reports by the Organization and audits thereof by the fiscal intermediary. The Organization's Medicaid cost reports have been audited by the fiscal intermediary through September 30, 2010.

#### **Anthem Blue Cross**

Radiology and laboratory services are being reimbursed based on a fee schedule. Other inpatient and outpatient services rendered to Anthem Blue Cross subscribers are reimbursed at submitted charges less a negotiated discount. The amounts paid to the Organization are not subject to any retroactive adjustments.

Revenues from Medicare and Medicaid programs accounted for approximately 45% and 14%, respectively, of the Organization's patient service revenue for the year ended September 30, 2014, and approximately 41% and 13%, respectively, of the Organization's patient service revenue for the year ended September 30, 2013. Laws and regulations governing the Medicare and Medicaid programs are extremely complex and subject to interpretation. As a result, there is at least a reasonable possibility that recorded estimates will change by a material amount in the near term. The 2014 net patient service revenue increased approximately \$750,000, and the 2013 net patient service revenue decreased approximately \$744,000, due to removal of allowances or recognition of settlements no longer subject to audits, reviews, and investigations.

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Notes to Financial Statements

September 30, 2014 and 2013

The Organization recognizes patient service revenue associated with services rendered to patients who have third-party payor coverage on the basis of contractual rates for such services. For uninsured patients that do not qualify for charity care, the Organization recognizes revenue on the basis of its standard rates (or on the basis of discounted rates, if negotiated or provided by policy). Based on historical trends, a significant portion of the Organization's uninsured patients will be unable or unwilling to pay for the services rendered. Thus, the Organization records a provision for bad debts related to uninsured patients in the period the services are rendered. Patient service revenue, net of contractual allowances and discounts (but before the provision for bad debts), recognized during fiscal year ended September 30, 2014 totaled \$43,419,204, of which \$36,874,815 was revenue from third-party payors and \$6,544,389 was revenue from self-pay patients and at September 30, 2013 totaled \$43,834,637, of which \$36,951,744 was revenue from third-party payors and \$6,882,893 was revenue from self-pay patients.

Medicaid disproportionate share hospital (DSH) payments provide financial assistance to hospitals that serve a large number of low-income patients. The federal government distributes federal DSH funds to each state based on a statutory formula. The states, in turn, distribute their portion of the DSH funding among qualifying hospitals. The states are to use their federal DSH allotments to help cover costs of hospitals that provide care to low-income patients when those costs are not covered by other payors. The State of New Hampshire's plan for the distribution of DSH monies to the hospitals has not yet been approved by the Centers for Medicare and Medicaid Services (CMS). Amounts recorded by the Organization are therefore subject to change.

3. Community Benefit

The Organization maintains records to identify and monitor the level of charity care it provides. These records include the amount of charges foregone for services and supplies furnished under its charity care policy, the estimated cost of those services and supplies, and equivalent service statistics. The following information measures the level of charity care provided during the years ended:

	<u>2014</u>	<u>2013</u>
Charges foregone, based on established rates	\$ <u>2,316,000</u>	\$ <u>2,086,000</u>
Estimated costs incurred to provide charity care	\$ <u>1,641,000</u>	\$ <u>1,454,000</u>
Equivalent percentage of charity care services to all services	<u>3.77%</u>	<u>3.38%</u>

Costs of providing charity care services have been estimated based on the relationship of total expenses to total charges applied to charity care charges foregone.

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Notes to Financial Statements

September 30, 2014 and 2013

4. Investments

Assets Limited as to Use

The composition of assets limited at to use at September 30, 2014 and 2013, is set forth in the following table. Investments are stated at fair value.

	<u>2014</u>	<u>2013</u>
Internally designated for capital acquisitions and community service		
Cash and short-term investments	\$ 925,671	\$ 772,798
Corporate bonds	3,014,836	1,807,242
Marketable equity securities	14,876,088	14,200,749
Fixed income mutual funds	<u>3,865,225</u>	<u>3,758,327</u>
	22,681,820	20,539,116
Held by trustee under bond indenture		
Cash and cash equivalents	535,000	498,153
Restricted cash		
Cash	<u>118,584</u>	<u>93,756</u>
	23,335,404	21,131,025
Less current portion	<u>535,000</u>	<u>498,153</u>
	<u>\$ 22,800,404</u>	<u>\$ 20,632,872</u>

Other Investments

Other investments consisted of the following as of:

	<u>2014</u>	<u>2013</u>
Short-term investments		
Cash equivalents	\$ 338,607	\$ 246,474
Corporate bonds	191,172	53,597
Marketable equity securities	1,551,053	1,462,506
Fixed income mutual funds	<u>328,421</u>	<u>397,456</u>
	2,409,253	2,160,033
Long-term investments		
Cash equivalents	76,958	55,502
Certificates of deposit	601,201	5,185,764
Corporate bonds	71,203	53,957
Marketable equity securities	963,792	897,687
Fixed income mutual funds	260,538	237,670
Investment in Summercrest	-	10,777
	<u>1,973,692</u>	<u>6,441,357</u>
	<u>\$ 4,382,945</u>	<u>\$ 8,601,390</u>

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Notes to Financial Statements**

**September 30, 2014 and 2013**

Investment income and gains (losses) on investments are comprised of the following:

	<u>2014</u>	<u>2013</u>
Income		
Interest and dividend income	\$ 671,187	\$ 642,167
Realized gains on sales of securities	1,529,281	567,420
Investment management fees	<u>(201,178)</u>	<u>(177,379)</u>
	<u>\$ 1,999,290</u>	<u>\$ 1,032,208</u>
Other changes in net assets		
Unrestricted unrealized gains	\$ 355,207	\$ 1,477,073
Temporarily restricted investment income	16,832	15,774
Temporarily restricted net realized and unrealized gains	<u>111,160</u>	<u>106,040</u>
	<u>\$ 483,199</u>	<u>\$ 1,598,887</u>

Changes in endowment funds are comprised of the following net asset type:

	Donor Restricted		
	Temporarily Restricted	Permanently Restricted	Total
Balances, October 1, 2012	871,233	\$ 3,813,940	\$ 4,685,173
Investment income	16,312	-	16,312
Net appreciation/change in perpetual trusts	<u>106,040</u>	<u>127,906</u>	<u>233,946</u>
Total investment return	122,352	127,906	250,258
Deposits	67	-	67
Expenditures	<u>(947)</u>	<u>-</u>	<u>(947)</u>
Net change	<u>121,472</u>	<u>127,906</u>	<u>249,378</u>
Balances, September 30, 2013	992,705	3,941,846	4,934,551
Investment income	17,453	-	17,453
Net appreciation/change in perpetual trusts	<u>111,160</u>	<u>288,251</u>	<u>399,411</u>
Total investment return	128,613	288,251	416,864
Deposits	63	-	63
Expenditures	<u>(1,001)</u>	<u>-</u>	<u>(1,001)</u>
Net change	<u>127,675</u>	<u>288,251</u>	<u>415,926</u>
Balances, September 30, 2014	<u>\$ 1,120,380</u>	<u>\$ 4,230,097</u>	<u>\$ 5,350,477</u>

## VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

### Notes to Financial Statements

September 30, 2014 and 2013

The long-term investment objective of the Organization's endowment funds is to preserve and enhance the real value of the investment assets over time, in order to provide a sufficient rate of return for fulfilling the philanthropic purposes as defined by the donors.

To accomplish this objective, funds are to be invested for growth of principal and income for protection against inflation. The goal is to achieve a total return, net of investment management and administrative fees, which should exceed the Balanced Growth Index plus 2% annually. This goal is designed to maximize prudent risk so as to protect and increase the purchasing power of the invested assets, while providing income. It is recognized that this goal may be easily achieved in some periods, while more difficult to achieve in other periods.

To accomplish its investment objectives and to control risk, the Organization's portfolio will be diversified across multiple asset classes as follows:

<u>Asset Class</u>	<u>Range</u>
Cash Equivalents	0% - 30%
Domestic Equities	50% - 80%
Domestic Fixed Income (including preferred stock)	20% - 50%

#### Fair Value Measurements

FASB ASC 820, *Fair Value Measurements*, defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. FASB ASC 820 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 standard describes three levels of inputs that may be used to measure 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 other 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.



VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Notes to Financial Statements

September 30, 2014 and 2013

The fair value for Level 2 assets and liabilities is primarily based on quoted market prices of underlying assets, comparable securities, interest rates, and credit risk. Those techniques are significantly affected by the assumptions used, including the discount rate and estimates of future cash flows. Accordingly, the fair value estimates may not be realized in an immediate settlement of the instrument. The fair value of Level 3 assets is based on the quoted market prices of the underlying assets, but is classified as Level 3 as there is no market in which to trade the beneficial interest itself.

The carrying amount of cash and cash equivalents and a life insurance policy approximate their fair value using Level 1 inputs. The fair value of investments was determined using the methods and inputs described in the first section of this note. The fair value of bonds payable and interest rate swaps are primarily based on current market interest rates for securities with comparable terms and credit ratings, which are considered Level 2 inputs. The fair value of bonds payable at September 30, 2014 and 2013 was \$24,775,000 and \$25,290,000, respectively. The fair value of beneficial interest in perpetual trusts was determined using the methods and inputs described in the first section of this note, which are considered Level 3 inputs.

The following is a reconciliation of assets in which significant unobservable inputs (Level 3) were used in determining fair value:

Balance, October 1, 2012	\$ 3,560,046
Change in value of trusts	<u>127,906</u>
Balance, September 30, 2013	3,687,952
Change in value of trusts	<u>288,251</u>
Balance, September 30, 2014	<u>\$ 3,976,203</u>

**Investment in Summercrest**

VRHC owned a 30% interest in Summercrest Assisted Living, LLC (Summercrest) as of September 30, 2014 and 2013, respectively. Summercrest, a long-term care entity in Newport, New Hampshire, opened for operations on March 1, 1998. Summercrest's fiscal year-end is December 31.

The investment in Summercrest is reported in accordance with the equity method. Investments are shown at cost and adjusted for VRHC's applicable share of the profit or loss based on the September 30 interim financial statements of Summercrest. As such, \$135,980 and \$193,492 is included in the statements of operations as part of other nonoperating gains for the years ended September 30, 2014 and 2013, respectively. VRHC received equity distributions in amounts of \$125,766 and \$82,744 during the years ended September 30, 2014 and 2013, respectively.

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Notes to Financial Statements**

**September 30, 2014 and 2013**

**5. Property and Equipment**

A summary of property and equipment follows:

	<u>2014</u>	<u>2013</u>
Land and land improvements	\$ 1,360,507	\$ 1,360,507
Buildings and improvements	16,734,287	16,685,518
Fixed equipment	14,762,979	14,692,576
Major moveable equipment	12,998,347	14,124,262
Leasehold improvements	<u>148,235</u>	<u>148,235</u>
	<b>46,004,355</b>	47,011,098
Less accumulated depreciation and amortization	<u>27,050,774</u>	<u>26,340,491</u>
	<b>18,953,581</b>	20,670,607
Construction in progress	<u>213,979</u>	<u>45,848</u>
Property and equipment, net	<u><b>\$19,167,560</b></u>	<u><b>\$20,716,455</b></u>

Depreciation expense for the years ended September 30, 2014 and 2013 was \$2,404,112 and \$2,426,067, respectively.

**6. Borrowings**

**Long-Term Debt**

A summary of long-term debt follows:

	<u>2014</u>	<u>2013</u>
Business Finance Authority of the State of New Hampshire, Revenue Bonds (Valley Regional Hospital Issue), Series 2008, variable daily interest rate, 0.24% as of September 30, 2014	<b>\$24,775,000</b>	\$25,290,000
Less current portion	<u>535,000</u>	<u>515,000</u>
Long-term debt, excluding current portion	<u><b>\$24,240,000</b></u>	<u><b>\$24,775,000</b></u>

Scheduled principal repayments on long-term debt are as follows:

Year ending September 30,	
2015 (included in current liabilities)	\$ 535,000
2016	555,000
2017	575,000
2018	600,000
2019	625,000
Thereafter	<u>21,885,000</u>
	<u><b>\$ 24,775,000</b></u>

## VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

### Notes to Financial Statements

September 30, 2014 and 2013

In 2008, the Hospital entered into a new loan agreement with the Business Finance Authority of the State of New Hampshire issuing Revenue Bonds (Valley Regional Hospital Issue), Series 2008, in the amount of \$26,260,000. The proceeds were used to advance refund the Series 2003 bonds and for acquiring, renovating, constructing and equipping a capital project with respect to the Hospital's facilities. Interest on the bonds is based on available daily rates as determined by the remarketing agent based on prevailing market conditions, not to exceed 10% per annum. The Hospital could, at any time, exercise an option to convert to a weekly rate or an irrevocably fixed rate. No conversion would be effective unless all bonds had been remarketed and sold. The Hospital could prepay certain of the bonds according to the terms of the loan and trust agreement. The bonds are collateralized by the gross receipts of the Hospital.

#### Letter of Credit

While interest on the bonds accrues on a daily variable rate, the Hospital is required to maintain a credit facility in an amount not less than the principal amount of the outstanding bonds, plus accrued interest for 42 days at the maximum interest rate. To comply with this requirement, the Hospital has obtained an irrevocable direct pay letter of credit from RBS Citizens, National Association (Bank), in the amount of \$26,562,170. The letter of credit has a maturity date of October 1, 2016. The Hospital is required to pay the Bank quarterly commitment fees at the annual rate of 1.25% of the maximum amount available under the letter of credit agreement. Interest on drawings is paid at 1.85% to 2.10% per annum plus the base rate depending on the number of days the drawing is outstanding. The base rate is equal to the LIBOR rate. In the event of default, interest on the outstanding drawings is paid at 3.00% per annum plus the base rate. The base rate is the Wall Street Journal's prime rate.

Under the terms of the letter of credit agreement, the Hospital is required to satisfy certain measures of financial performance. The letter of credit agreement also places limits on the incurrence of additional borrowings or capital expenditures. The letter of credit is collateralized by substantially all of the assets of the Hospital. At September 30, 2014, the Hospital was in compliance with all covenants under the letter of credit agreement.

#### Interest Rate Swaps

The Hospital entered into an interest rate swap agreement with a Bank. Under this agreement, the Hospital makes or receives payments based on the difference between the fixed-rate interest payments and the variable market-indexed payments. The notional principal amount of the interest rate swap outstanding was \$8,070,000 and \$8,460,000, as of September 30, 2014 and 2013, respectively. The swap agreement expires on April 1, 2028. The fixed interest payment rate is 3.784%. The variable interest payments received were based on 68% of the "3-month USD-LIBOR-BBA Index." The fair value of the swap agreement is recorded in the balance sheets as of September 30, 2014 and 2013.

During 2010, the Hospital entered into another interest rate swap agreement with a Bank. Under this agreement, the Hospital makes or receives payments based on the difference between the fixed-rate interest payments and the variable market-indexed payments. The notional principal amount of the interest rate swap outstanding was \$16,705,000 and \$16,830,000 as of

**VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY**

**Notes to Financial Statements**

**September 30, 2014 and 2013**

September 30, 2014 and 2013, respectively. The swap agreement expires on October 1, 2019. The fixed interest payment rate is 2.705%. The variable interest rates received were based on 68% of the "1-month USD-LIBOR-BBA Index." The fair value of the swap agreement is recorded in the balance sheets as of September 30, 2014 and 2013.

**7. Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are available for the following purposes at September 30:

	<u>2014</u>	<u>2013</u>
Retained appreciation on permanently restricted net assets to support health care services	\$ 1,120,380	\$ 992,705
Purchase of equipment, health education, and indigent care	<u>238,368</u>	<u>183,578</u>
	<u>\$ 1,358,748</u>	<u>\$ 1,176,283</u>

Permanently restricted net assets are restricted to:

	<u>2014</u>	<u>2013</u>
Investments to be held in perpetuity, the income from which is expendable to support health care services	<u>\$ 4,230,097</u>	<u>\$ 3,941,846</u>

**8. Concentrations of Credit Risk**

The Organization is located in Claremont, New Hampshire. 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 was as follows:

	<u>2014</u>	<u>2013</u>
Medicare	24%	27%
Medicaid	17	13
Anthem Blue Cross	9	8
Other third-party payors	14	13
Patients	<u>36</u>	<u>39</u>
	<u>100%</u>	<u>100%</u>

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

The Organization routinely invests its surplus operating funds in money market mutual funds. These funds generally invest in highly liquid U.S. government and agency obligations. Investments in money market funds are not insured or guaranteed by the U.S. government.

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Notes to Financial Statements

September 30, 2014 and 2013

9. Commitments and Contingencies

The Organization insures its comprehensive general liability and professional liability exposures on a claims-made basis, including prior acts coverage, with another commercial carrier. This coverage is provided by primary and excess insurance policies subject to shared policy limits with other selected NEAH entities. The policies are renewable on an annual basis and have been renewed through September 30, 2015. The Organization is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. FASB Accounting Standards Update (ASU) 2010-24, Health Care Entities (Topic 954): *Presentation of Insurance Claims and Recoveries*, provides clarification to companies in the health care industry on the accounting for professional liability and similar insurance. ASU 2010-24 states that insurance liabilities should not be presented net of insurance recoveries and that an insurance receivable should be recognized on the same basis as the liabilities, subject to the need for a valuation allowance for uncollectible accounts. The Organization has evaluated its exposure to losses arising from potential claims and has determined that no such accrual is necessary for the year ended September 30, 2014.

Operating Leases

The Organization leases equipment and buildings under various operating lease agreements. Total lease expense for the years ended September 30, 2014 and 2013 was \$588,885 and \$548,576.

The following is a schedule of future minimum lease payments required under operating leases:

Year ending September 30,	<u>Amount</u>
2015	\$ 645,300
2016	586,300
2017	347,800
2018	<u>251,600</u>
	<u>\$ 1,831,000</u>

10. Savings and Retirement Plan

The Organization participates in a tax-sheltered annuity plan which was adopted under Section 403(b) of the Code for eligible employees of the Organization. Under the plan, employees make elective deferrals as allowed under Internal Revenue Service regulations. The Organization, at its discretion, matched each participating employee contribution up to 3% of annual compensation. Matching contributions were \$206,260 and \$199,558 for the years ended September 30, 2014 and 2013, respectively.

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Notes to Financial Statements

September 30, 2014 and 2013

**11. Beneficial Interests in Perpetual Trusts**

The Hospital is the beneficiary of three trusts, a portion of the income from which is to be paid to the Hospital in perpetuity. VRH's interest in the trusts is recognized as an asset at the fair value of VRH's percentage of the underlying assets, which totaled \$3,976,203 and \$3,687,952 as of September 30, 2014 and 2013, respectively. Increases and decreases in the carrying value of this asset are included in permanently restricted net assets. Distributions from these trusts totaled \$115,521 and \$105,312 at September 30, 2014 and 2013, respectively.

**12. Grants**

Connecticut Valley Home Care, a division of VRHC in 2014 and 2013, receives grants from the State of New Hampshire, Department of Health and Human Services, for the provision of Homemaker, Home Health Aide, Adult Group Day Care, Adult In-Home Care, and Health Screening services. Approximately \$3,752,000 was approved for the period July 1, 2005 through June 30, 2014. VRHC expended grant funds of \$323,478 and \$324,881 during fiscal years 2014 and 2013, respectively. Final disposition is subject to audit by the grantor.

**13. Meaningful Use Revenue**

The Medicare and Medicaid electronic health record (EHR) incentive programs provide a financial incentive for achieving "meaningful use" of certified EHR technology. The Medicare criteria for meaningful use will be staged in three steps from fiscal year 2012 through 2016. The meaningful use attestation is subject to audit by CMS in future years. As part of this process, a final settlement amount for the incentive payments could be established that differs from the initial calculation.

The Medicaid program will provide incentive payments to hospitals and eligible professionals as they adopt, and implement, upgrade or demonstrate meaningful use in the first year of participation and demonstrate meaningful use for up to five remaining participation years. There will be no payment adjustments under the Medicaid EHR incentive program.

During 2013, the Hospital attested to stage 1 meaningful use certification from CMS. The Hospital has demonstrated a minimum of 10% Medicaid encounters and is upgrading to a certified EHR.

During 2014 and 2013, the Hospital recorded meaningful use revenues of \$367,406 and \$439,107, respectively, from the Medicaid EHR program.

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Schedule 1

Consolidating Balance Sheets

September 30, 2014  
(With Comparative Totals for September 30, 2013)

ASSETS

	VRHC	VRH	Total	Eliminations	2014 Consolidated	2013 Consolidated
Current assets						
Cash and cash equivalents	\$ 239,384	\$ 9,306,155	\$ 9,545,539	\$ -	\$ 9,545,539	\$ 4,964,739
Short-term investments	2,228,184	181,069	2,409,253	-	2,409,253	2,160,033
Assets limited as to use under bond indenture, current portion	-	535,000	535,000	-	535,000	498,153
Patient accounts receivable, net	441,150	3,170,444	3,611,594	-	3,611,594	3,816,555
Due from affiliates	42,561	399,370	441,931	441,931	-	-
Supplies	-	634,981	634,981	-	634,981	742,511
Prepaid expenses	23,564	384,330	417,894	-	417,894	468,160
Other accounts receivable	30,696	1,890,742	1,921,438	-	1,921,438	1,641,302
Total current assets	<u>3,005,539</u>	<u>16,512,091</u>	<u>19,517,630</u>	<u>441,931</u>	<u>19,075,699</u>	<u>14,291,453</u>
Assets limited as to use						
Internally designated for capital acquisitions and community service	-	22,681,820	22,681,820	-	22,681,820	20,539,116
Restricted cash	<u>118,584</u>	-	<u>118,584</u>	-	<u>118,584</u>	<u>93,756</u>
Total assets limited as to use, excluding current portion	118,584	22,681,820	22,800,404	-	22,800,404	20,632,872
Property and equipment, net	239,686	18,927,874	19,167,560	-	19,167,560	20,716,455
Long-term investments	-	1,973,692	1,973,692	-	1,973,692	6,441,357
Beneficial interests in perpetual trusts	-	3,976,203	3,976,203	-	3,976,203	3,687,952
Debt issuance costs, net of accumulated amortization	-	181,893	181,893	-	181,893	196,048
Cash surrender value of life insurance	289,183	-	289,183	-	289,183	289,183
Other assets	-	25,526	25,526	-	25,526	114,250
Total assets	<u>\$ 3,652,992</u>	<u>\$ 64,279,099</u>	<u>\$ 67,932,091</u>	<u>\$ 441,931</u>	<u>\$ 67,490,160</u>	<u>\$ 66,369,570</u>

VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Consolidating Balance Sheets

September 30, 2014  
(With Comparative Totals for September 30, 2013)

LIABILITIES AND NET ASSETS

	VRHC	VRH	Total	Eliminations	2014 Consolidated	2013 Consolidated
Current liabilities						
Current portion of long-term debt	\$ -	\$ 535,000	\$ 535,000	\$ -	\$ 535,000	\$ 515,000
Accounts payable and accrued expenses	216,489	2,504,880	2,721,369	-	2,721,369	2,549,515
Accrued compensated absences	192,845	842,847	1,035,692	-	1,035,692	1,198,155
Accrued salaries and related amounts	100,869	486,313	587,182	-	587,182	692,527
Estimated third-party payor settlements	-	6,232,956	6,232,956	-	6,232,956	4,871,274
Due to affiliates	401,409	40,522	441,931	441,931	-	-
Deferred revenue	76,151	80,774	156,925	-	156,925	93,213
Other current liabilities	72,212	581,417	653,629	-	653,629	1,045,614
Total current liabilities	1,059,975	11,304,709	12,364,684	441,931	11,922,753	10,965,298
Long-term debt, excluding current portion	-	24,240,000	24,240,000	-	24,240,000	24,775,000
Interest rate swaps	-	2,388,577	2,388,577	-	2,388,577	2,716,613
Other liabilities	-	25,526	25,526	-	25,526	114,250
Total liabilities	1,059,975	37,858,812	39,018,787	441,931	38,576,856	38,571,161
Net assets						
Unrestricted	2,559,286	20,765,173	23,324,459	-	23,324,459	22,680,280
Temporarily restricted	33,731	1,325,017	1,358,748	-	1,358,748	1,176,283
Permanently restricted	-	4,230,097	4,230,097	-	4,230,097	3,941,846
Total net assets	2,593,017	26,320,287	28,913,304	-	28,913,304	27,798,409
Total liabilities and net assets	\$ 3,652,992	\$ 64,279,099	\$ 67,932,091	\$ 441,931	\$ 67,490,160	\$ 66,369,570

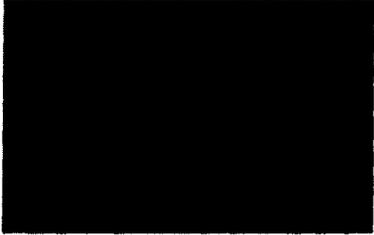
VALLEY REGIONAL HEALTHCARE, INC. AND SUBSIDIARY

Schedule 2

Consolidating Statements of Operations

Year Ended September 30, 2014  
(With Comparative Totals for September 30, 2013)

	VRHC	VRH	Total	Eliminations	2014 Consolidated	2013 Consolidated
Unrestricted revenues, gains, and other support						
Patient service revenue (net of contractual allowances and discounts)	\$ 2,957,482	\$ 40,461,722	\$ 43,419,204	\$ -	\$ 43,419,204	\$ 43,834,637
Less provision for bad debts	<u>29,466</u>	<u>4,233,183</u>	<u>4,262,649</u>	-	<u>4,262,649</u>	<u>4,630,665</u>
Net patient service revenue	2,928,016	36,228,539	39,156,555	-	39,156,555	39,203,972
Other revenues						
Meaningful use revenue	2,259,456	1,307,353	3,566,809	2,158,662	1,408,147	1,381,959
Grant revenue	323,478	14,400	337,878	-	367,406	439,107
Net assets released from restrictions used for operations	2,376	15,392	17,768	-	337,878	351,881
Total unrestricted revenues, gains, and other support	<u>5,513,326</u>	<u>37,833,090</u>	<u>43,446,416</u>	<u>2,158,662</u>	<u>41,287,754</u>	<u>41,371,403</u>
Expenses						
Salaries	3,120,502	16,482,185	19,602,687	-	19,602,687	20,151,977
Employee benefits	865,401	4,699,181	5,564,582	-	5,564,582	5,183,302
Supplies and other	1,359,638	13,221,127	14,580,765	2,158,662	12,422,103	11,667,378
Insurance	33,853	322,328	356,181	-	356,181	373,596
Depreciation and amortization	30,178	2,388,089	2,418,267	-	2,418,267	2,440,222
Interest	-	1,145,221	1,145,221	-	1,145,221	1,128,784
Medicaid enhancement tax	-	2,032,100	2,032,100	-	2,032,100	2,035,407
Total expenses	<u>5,409,572</u>	<u>40,290,231</u>	<u>45,699,803</u>	<u>2,158,662</u>	<u>43,541,141</u>	<u>42,980,666</u>
Operating income (loss)	<u>103,754</u>	<u>(2,357,141)</u>	<u>(2,253,387)</u>	-	<u>(2,253,387)</u>	<u>(1,609,263)</u>
Nonoperating gains						
Investment income	152,858	1,846,432	1,999,290	-	1,999,290	1,032,208
Contributions and program support	-	18,523	18,523	-	18,523	50,470
Other nonoperating gains	135,980	-	135,980	-	135,980	193,492
Unrealized gain on interest rate swaps	-	328,036	328,036	-	328,036	1,413,705
Nonoperating gains, net	<u>288,838</u>	<u>2,192,991</u>	<u>2,481,829</u>	-	<u>2,481,829</u>	<u>2,689,875</u>
Excess (deficiency) of revenues, gains, and other support over expenses and nonoperating gains	392,592	(164,150)	228,442	-	228,442	1,080,612
Change in net unrealized gains on investments	54,189	301,018	355,207	-	355,207	1,477,073
Net assets released from restrictions used for the purchase of property and equipment	-	60,530	60,530	-	60,530	-
Increase in unrestricted net assets	<u>\$ 446,781</u>	<u>\$ 197,398</u>	<u>\$ 644,179</u>	<u>\$ -</u>	<u>\$ 644,179</u>	<u>\$ 2,557,685</u>



**Valley Regional Healthcare/Valley Regional Hospital  
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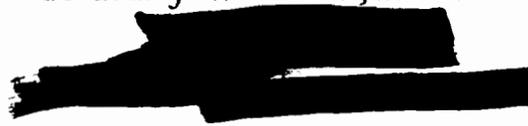
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PETER J. WRIGHT, FACHE



**OBJECTIVE** To provide executive leadership in the healthcare community of Northern New England. And, to contribute, serve and giveback to the communities that have allowed me to grow, provide and succeed.

**EXPERIENCE** 2007-Present Littleton Regional Hospital Littleton, NH  
*Chief Operating Officer*  
Overseeing the day-to-day operations (excluding nursing and finance) of a \$110 million Critical Access Hospital that serves as Northern New Hampshire's regional medical hub and Level III trauma center. Responsibilities include but are limited to: employed physician practices, clinical services (Laboratory, radiology, pharmacy, respiratory therapy, rehabilitation [PT, OT, Speech & Pulmonary], cardiac lab, EEG lab, echo-cardio, occupational health and employee health), support services (Information technology, engineering, environmental services, culinary and volunteers), strategic, operational and master facility planning, emergency preparedness, safety officer, incident command, community/statewide liaison and senior advisor to the President/CEO. Serve as the staff liaison to the Board of Trustees Facilities & Planning committee and as an invited guest to the finance and quality committee. Accomplishments include but are not limited to:

- Selection and implementation of a new hospital EHR (Paragon)
- Selection and implementation of physician practice EMR (eClinical Works)
- \$2 million outpatient practice financial turnaround
- Construction of a 66,000 sq ft medical office building meeting LEED standards. Completed on time and under budget.
- New construction of 10,000 sq ft Endo, Same Day Surgery & Recovery.
- Remodel 10,000 sq ft of OR (opening 4<sup>th</sup> OR) and PACU space.
- Improved productivity to QHR 75% and/or 90%.
- Reduced operating costs without impacting quality of care or staff satisfaction.
- Worked collaborative with nursing to reduce length of stay by 10%.
- Established six LEAN process projects to improve process and efficiency resulting in reduced waits time and cost.
- Established growth and market advancement in diagnostic imaging, laboratory services, occupational health, urology, orthopedics, ENT, general surgery, podiatry and ob/gyn services.

2006-2007 Copley Health Systems Morrisville, VT

***Sr. Dir. Planning, Development and Medical Group Operations***

Senior administrator managing the visiting physician specialty clinic, Mansfield Orthopaedics and Rehabilitation Department as well as advising the President/CEO. Primary responsibilities: strategic, operational and master facility planning, business development, marketing, public relations, community and media relations, volunteer services, fund development and government affairs. Additional responsibilities included: staff liaison to the Board of Trustees Governance, Foundation, Strategic Planning and Legislative Committees. As a member of the senior leadership team, serve on rotation as administrator on call including incident command. Accomplishments include but are not limited to:

- Increased fund raising from \$250,000 per year to \$450,000 per year.
- Developed three year strategic plan that addressed identified community needs and improve patient satisfaction.
- On-boarded orthopedic clinic integrating with rehabilitation, and started aquatic therapy program.
- Established and responsible for relationships with state-wide government and legislative officials to help support the hospitals strategic direction.
- Established and responsible for collaborative and meaningful relationships and connections with key community officials.

2002-2006 Copley Health Systems Morrisville, VT

***Director of Planning, Marketing and Government Affairs***

Senior administrator advising the President/CEO and facilitating: strategic, operational and master facility planning, business development, advertising, community and media relations, promotions, community outreach, volunteer services, fund development and government affairs. Additional responsibilities included: staff liaison to the Board of Trustees Governance, Foundation, Strategic Planning & Legislative Committees. Assist with operations and facilities as requested. As a member of the senior leadership team, serve on rotation as administrator on call. Accomplishments include but are not limited to:

- Crisis management plan to overcome public impact of a private practice general surgeon that was brought up on 27 counts of professional misconduct.
- Centralized and streamlined eight planning and marketing offices to one system office, reducing cost by 50% without negatively impacting productivity.
- Developed a community-wide education program supporting the CEO in ten town hall meetings.

2001-2002 Copley Hospital Morrisville, VT

***Director of Planning and Marketing***

Senior administrator advising the President and facilitating: strategic and operational planning (w/COO), advertising, community and media relations, promotions, volunteer services and fund development. Additional

responsibilities included: staff liaison to the Board of Trustees Foundation and Strategic Planning (w/COO) committees.

2002-2006 Stowe Marathon Stowe, VT

***Managing Director***

Oversee and direct the administrative and operations aspects of the event (full marathon, half marathon and team relay) including but not limited to all financial, operational, marketing and technical aspects of the race. Directly supervise a staff of 50+ volunteers.

1999-2001 Littleton Coin Company Littleton, NH

***Direct Mail Planner/Analyst***

Plan, implement and oversee multi-million dollar direct mail circulation plan. Responsibilities include but are not limited to long and short term fiscal and project planning, product development, creative oversight, project initiation and results analyst. Piloted several internal cost saving projects such as paperless reporting and streamlining automated results analysis.

1996-1999 Burke Mountain Resort East Burke, VT

***Director of Sales and Marketing***

Implemented, directed and managed all wholesale and retail sales, promotions, public relations, reservations, special events and crisis command. Directed administrative operations including oversight of guest services, reservations and housekeeping. Planned, designed and implemented new website incorporating online reservations system. Implemented networking and file server system.

1995-1996 Fuller Jefferies Broadcasting Portland, ME

***Sales Manager - 103.7 Peak FM- WZPK***

Managed sales, promotions and on-air staff. Created new rate structure and implemented innovative promotions program. Maintained national client list and increased national sales while facilitating day-to-day operations.

**EDUCATION** 2007 American College of Healthcare Executives Chicago, IL  
Fellow Status - Board Certified in Healthcare Management

2002-2005 Saint Michael's College Winooski, VT  
Masters of Science - Administration

1990-1994 Lyndon State College Lyndonville, VT  
Bachelors of Science - Business Administration

**SERVICE** American College of Healthcare Executives  
Board Certified in Healthcare Management  
Northern New England Association of Healthcare Executives  
Board of Directors: 2003-Present  
President: 2011-2012  
Counsel of Regents: 2012-2014  
Vermont Regent's Advisory Council: 2004-2007

American Hospital Association: 2001-Present  
Society for healthcare strategy and market development 2001-2007  
New England society healthcare strategy and market development: 2001-2007  
New England society for healthcare communications: 2001-2008  
Littleton Industrial Corporation: 2010-Present  
Rotary International: 2002-Present  
Rotary Club of Littleton: 2007-Present (Membership Chair: 2010-2011)  
Rotary Club of Stowe: 2002-2007 (Board of Directors: 2003-2007, President: 2005-2006 & Fundraising Chair: 2003-2005)  
Vermont State Colleges  
Board of Trustees: 2007-Present  
Secretary, Vice Chair of Finance & Facilities committee, Chair of Nominating committee, Member of Audit Committee  
Lyndon State College Alumni Council: 2001-2004  
Elmore Fire Department  
Firefighter: January 2007-2010

**JEAN L. SHAW**



**SUMMARY QUALIFICATIONS:**

- Experience in healthcare financial operations and non-profit accounting
- Accustomed to a fast paced work environment, team player with strong customer service skills.
- Reputation for accuracy, organizational skills, and meeting deadlines.

**PROFESSIONAL EXPERIENCE**

**VALLEY REGIONAL HEALTHCARE, INC.**

**Claremont, NH**

A \$64M Critical Access Hospital that includes a home health care agency, an internal medicine physician practice, a family practice group, four specialty medicine practices, and a parent company.

**Chief Financial Officer**

**2015-Present**

Reporting to the CEO, responsible for the management of finances for the entire organization, and provide direction the Finance, Revenue Cycle, and Materials Management departments.

**Finance Manager**

**2007-2015**

Reporting to the CFO, responsible for the oversight of accounts payable, payroll, accounting, and cash management functions.

**Senior Accountant**

**1997-2007**

Reporting to the Controller, responsible for accounting functions including capital budgeting, grant reporting, cash management, general ledger, and analyses.

- Prepare journal entries and monthly financial statements in accordance with GAAP for administration including review, analyses, ratio analysis, proforma income statements, departmental reports, and other reports as requested.
- Prepare work papers for annual audit; reduced adjusting entries to zero in area of direct control for six years running.
- Prepare and submit financial reporting for the Dartmouth Hitchcock Alliance and the NH Hospital Association.
- Assisted with internal audit of cash collection within the hospital to improve consistency of controls.
- Manage fixed assets and work in progress including asset tracking actual to budget.
- Prepare capital budget from departmental requests using Kreg Information Systems software.
- Designed and implemented reporting process for home health agency to the State of NH for accuracy and timeliness.
- Responsible for grant budget and quarterly reporting for home health agency to various outside agencies including the State of NH.
- Designed and implemented educational program for the non-financial manager for understanding and reporting department profit and loss reports, payroll reports, and revenue reports.
- Maintain knowledge of payroll cycle as primary backup and provide direction to payroll staff.
- Maintain knowledge of accounts payable and provide direction to staff.
- Developed policy for fixed assets acquisitions and disposals incorporating materials management, maintenance, and biomed departments with the finance department.

**FALL MOUNTAIN WATER TESTING, INC.**

**Charlestown, NH**

1995-2005

**Accountant** for a Sub-Chapter S Corporation from initiation through sale of business. Reporting to the owners, conducted annual audit, produced tax returns, prepared and filed all payroll quarterly and annual returns. Assisted and instructed owners and office staff on all office and accounting procedures.

**COMMUNITY ALLIANCE OF HUMAN SERVICES, INC.**

**Claremont, NH**

1993-1997

**Fiscal Services Coordinator** (1994-1997) for a not for profit human services agency which included a developmentally disabled services agency, a child care center, a transportation services agency, a real estate holdings company, and the parent company. Reporting to the Director of Fiscal Services, directed all accounting functions including accounts payable, accounts receivable, payroll, and general accounting for all agencies.

- As a member of the management team, developed and implemented plan that reduced mileage and automobile expenses by 50%.
- Maintained general ledger for six non-profit agencies.
- Prepared and reviewed monthly financial statements for all agencies.
- Prepared work papers for and lead successful annual audits.
- Maintained cash flow records, fixed assets, and follow up of unpaid accounts.

**Staff Accountant** (1993-1994)

- Administered accounts receivable and prepared community care waiver Medicaid billing.
- Follow up on rejected Medicaid claims.
- Prepared state required reports in accordance with the NH Dept. of Transportation.
- Maintained general ledger and property records.

**H & R BLOCK**

**Claremont, NH**

Tax Seasons 1995-1996

**Tax Preparer** for nation-wide tax preparation company.

- Passed the H & R Block tax course with the highest score.
- Prepared personal tax returns for clients.
- Exuded professionalism and exemplary customer service skills.

**EDUCATION**

Bachelor of Science Degree in Accounting, Saint Michael's College, Winooski, VT  
May 1992, Dean's List

**PROFESSIONAL QUALIFICATIONS**

NH/VT HFMA member

Claremont Community Dental Center – Board Member, Treasurer 2015

Non-Profit First Responders – Volunteer accounting expertise 2013-present

Proficiency in Microsoft Excel, Microsoft Word, Microsoft Power Point, KREG WinBud, KREG WinPay, KREG WinRev, AS/400, AS/400 query, Monarch, Kronos Timekeeping, QuickBooks, Medhost

**References available upon request**

**Dr. Karen L. Baranowski D.N. Sc., RN**

**Objective:**

**INTEGRATED POST-ACUTE CARE MANAGEMENT LEADERSHIP**

- Dynamic, innovative nurse leader with extensive experience in post-acute service health care delivery systems and staffing.
- Designed and implemented interdisciplinary team programs to meet objectives of new Accountable Care Organization goals such as effectively managing complex patients with multisystem co-morbidities in the community setting in conjunction with provider partnerships.
- Advanced a new patient care program founded in conjunction with New England Heart Institute. The program targeted management of Class 3 and 4 congestive heart failure patients utilizing point of care testing and intravenous diuresis in the home by specially trained RNs. The goal of the program was to target high utilization patients and thereby reduce re-hospitalization, reduce costs and improve quality of life. A second program was to use Medicare homecare Oasis psychiatric screening to identify depression in the elderly contributing to non-adherence to prescribed medical regimes, frequent physician visits and re-hospitalizations. The program was designed to use nursing visits, anti-depressant medications in combination with cognitive behavioral therapy to improve quality of life outcomes for the 46% of the aging population with untreated depression associated with multiple losses and aging.
- Additional background includes 12 years of regulatory and adjudicatory experience as Vice Chair of NH Board of Nursing; long term faculty and dean of nursing educational program; and experience in health care delivery as an Advanced Practice Registered Nurse.

**Education**

Yale University **DNSc. (Doctorate, Nursing and Health Science)**  
Boston University **M.S. Community Health Nursing, summa cum laude**  
Boston College **B.S. summa cum laude, 1<sup>st</sup> in class**  
Harvard/Brigham affiliation - **APRN (Advanced Practice Registered Nurse) Brigham & Women's Hospital –**  
Registered Nurse (**1<sup>st</sup> in class all 3 years**)

**Experience**

**Health Care Management Consultant 2014-present**

Valley Regional Healthcare, 9/2014-present Executive Director (Interim) for Connecticut Valley Homecare and Hospice.

Bayhealth Medical System, 5/2-14-9/2014. Executive Director (Interim) for Bayhealth Homecare, Dover, Delaware.

**President & Chief Executive Officer 2002-2013**

Home Health & Hospice Care (HHHC), Nashua, NH

Expanded VNA, Palliative Care and Hospice market in southern NH to cover 770,000 lives in most populated area of state. HHHC was profitable 9 of 11 years during my tenure.

- Doubled revenue (\$8M to \$17M) and significantly increased market share while overcoming continued Medicare cuts and NH Medicaid shortfalls to reimbursement.
- Created multiple preferred provider contract relationships with providers to achieve primary referral status for agency.
- Created first in the state palliative care program utilizing a team of physicians and nurse practitioners to do consults and manage complex patients with pain and symptom management issues that are not effectively addressed in specialty is to meet with patients and families to address realistic expectations and goals of care, patient wishes and priorities, and end of life preferences.
- Created an Advanced Illness Management (AIM) program utilizing nurse practitioners and specially trained Registered Nurses to manage complex patients in the home with multiple comorbidities, thereby reducing readmission rates to hospital. The program relies on registered nurses and APRNs who conference using an interdisciplinary team (RNs, LNAs, MSWs, volunteers, APRNs) format to address complex needs.
- Initiated the first in state program to diurese and manage decompensated heart failure patients in the home using standing orders and algorithms co-authored between HHHC and New England Heart Institute (NEHI) at Catholic Medical Center. The innovative program uses IV certified registered nurses who utilize Point of Care Testing (POCT) in the home to measure creatinine levels and dose with Lasix appropriately thereby reducing unnecessary admissions to the emergency room and hospital for heart failure. This program addresses a targeted outcome for ACOs.
- In 2013, initiated Clear Path program to address undiagnosed depression and dementia symptoms in aging adults. The program is managed in collaboration with primary care providers to treat patients with medication and cognitive behavioral therapy over a 6 month+ course. Research has shown approximately 46% of elders have undiagnosed depressed due to multiple life losses (spouse or significant other, health, friends, mobility, driving, isolation). Depression is associated with non-compliance in medical regimes, frequent Emergency room and physician visits, and an overall sadness and lack of motivation. This program addresses a targeted outcome for ACOs.
- Developed management team to educate nursing staff and resolve medication reconciliation issues in newly discharged patients (identified in research as leading to 67% of hospital readmissions) in collaborative with Dartmouth Hitchcock Clinics in southern NH Manchester/Nashua corridor.
- Effectively managed 10 suite Community Hospice House (Merrimack, NH) treating primarily end-of-life patients in acute distress. Community Hospice House came on line in 12/2000 serving over 10,000 patients and families. Raised \$650,000 to complete a revitalization of patient rooms in 2012 on budget and within timeline.
- Cultivated donors and substantially increased agency endowment from \$454,000 to \$4+ million dollars. Revenue generated by endowment interest is used to offset free and charitable care provided by the agency to citizens and families in the region.

- Increased municipal donations for free and subsidized care from 5 to 25 communities with a total revenue of \$150,000.
- Consolidated two aging offices in adjacent communities to one state-of-the-art 21,000 square foot, brick administrative office building adjacent to a north/south highway in 2011. This activity reduced clinician travel time and agency cost, and improved efficiencies, collaboration between programs, and communication within the agency.
- Reduced administrative overhead by 20% in new office space by renegotiating vendor contracts and installing energy efficient lighting.
- Retired all debt on new administrative office building and Community Hospice House thereby creating a debt free organization in a strong financial position.
- The agency successfully completed annual financial, 403(B) and liability audits without deficiencies.
- The agency completed 3 Medicare audits (every 3 years) without significant findings or deficiencies.
- The agency completed Department of Labor random audit 2013 with 3 minor bookkeeping findings and no financial penalties to organization.

#### **Dean, Department of Nursing and Health Sciences 2000-2002**

Rivier University, Nashua, NH

- Led administrative, budgetary and decision-making academic department for 35 nursing faculty and 500+ AS, BS and MS nursing students.
- Grew Baccalaureate nursing program from 4 to 250+ students over 5 years.
- Led Department of Nursing and Health Sciences through a transition from an affiliation with a hospital system (including salary structure) to a full collegiate department with academic reimbursement structure and benefits without losing any faculty in the process.
- Led BS and MS programs through NLN accreditations without any deficiencies identified.

#### **Nursing Faculty, Associate, Baccalaureate and Graduate programs 1988-2000**

Rivier University, Nashua, NH

- Achieved tenure as Associate Professor in 2002

#### **Additional Background Experience**

**Advanced Practice Registered Nurse 7 years**

Brigham and Women's Hospital, Boston, MA

- Diagnosed and treated primary care adult medical patients for episodic and acute illnesses in nurse and physician based clinics.
- Collected physiologic markers and clinical samples as part of a research team while treating non-emergency patients in the ER at Brigham and Women's and Beth Israel hospitals.

#### **Research**

- Principal investigator for a triangulated qualitative and quantitative study of barriers to health care for minority women of childbearing age in NH. The work was funded by an \$18,300 grant from the NH DHHS. A subsequent grant of \$10,000 was allocated to combine the study for Nashua and Manchester low income female populations.
- Principal investigator, Gate City Health Survey 3/2001 using the Behavioral Risk Factor Surveillance Survey tool (BRFSS). The small area analysis incorporated a randomized, door-to-door research method of indigent, homeless and non-English speaking residents of Nashua, NH. The purpose of the study was to inform state and local social, health care and

public health programs about the health status, history of disease and access to health care issues in this high risk population to better allocate future health care resources.

- Principal investigator of research to examine "Health perceptions and barriers to health of women marginalized by socioeconomic status" 1995-1999. Qualitative research study to examine socioeconomic drivers contributing to health care decisions in low income women.

**Dissertation Yale University.**

- Research team participant acting as APRN at Brigham and Women's/Beth Israel to evaluate cost/benefit analysis of health care delivery to two groups of patients. Collaborative. Results of both studies were published and can be made available upon request. o Group A studied respiratory infection in adults;

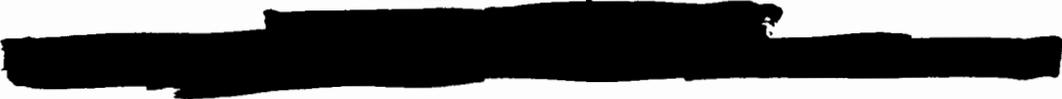
- o Group B examined health behaviors in adult women with short-term gynecological and urinary tract problems.

### **Memberships and Awards**

1. Treasurer, Visiting Nurse Health System Alliance of Northern New England
2. Former Chair and Board member, NH Home Care Association
3. Vice Chair, NH Board of Nursing (2004-present) which has adjudicatory and regulatory authority over 43,000 licensees
4. Advisory Board member, Lamprey Health Care, a federally funded community health care clinic treating Medicaid, minority and uninsured children and adults.
5. Advisory Board member, Rivier University Department of Nursing

**References provided upon request**

## Joshua Compton



### **Career Objective:**

To attain an executive level position with a diverse, dynamic and progressive health care provider interested in hiring the highest caliber, hardest working staff within its industry.

### **Successes:**

A results driven professional with over 22 years of progressive experience, including over 20 years at the senior management level. Committed to developing a cohesive workforce with high morale and unmatched productivity. Highly respected leader, transparent communicator and team-builder. Adept in problem-solving, achieving consensus and spreading contagious synergy/creativity. Strong financial conservatism, efficiency and cost-reducing management. I am highly motivated to utilize my professional skill set within a company, agency or organization that seeks a dynamic leader in moving them forward.

### **Key Areas of Leadership and Expertise:**

Emphasis on quality professional development and supervision, employee training, team-building and leadership opportunities, morale building, progressive disciplinary or poor-habit correcting procedures, dispute resolution, standard operating compliance (both state and federal), diversity training, safety planning and emergency preparedness, incident/variance reporting, employee/client relations, innovative/creative program design, strategic planning, succession planning, cost analysis, expense containment, project management, coaching and mentoring, verbal and written communication/correspondence, staff recognition, employee/client satisfaction measures, performance/outcome measures, strong and consistent communicator.

### **Professional Experience:**

Valley Regional Healthcare – December 2014 - Present

#### **Current position held: Supportive Services Manager**

I am currently responsible for the oversight of all ancillary and para-professional programs for Valley Regional Healthcare. This involves the supervision of over 50 staff and over 300 patients. The scope of services ranges from in-home technical supports to assisting within multiple facilities located throughout our region. As the manager of these supports my direct interface with patients and their families is frequent. My goal is to provide the highest quality service and support possible. That involves building strong teams to include honest and open feedback regarding performance, building measures of quality and productivity. I have developed satisfaction and results driven practices that assist in developing our annual training needs.

## **Previous Professional Experience:**

APM Educational, Transition Services, LLC– July, 2014 – December 2014

### **Current position held: Consultant**

I develop contracts to provide professional staff that will work successfully to help identify the individual learning needs of students that had previously failed in their school environment. Once we have chartered a plan that will best meet the prospective student need, we institute an educational plan that will lead to the transition of the student back into mainstream curriculum or into a successful alternative program to insure seamless transition or graduation. I am responsible for developing the budget, identifying competent professional staff, training of this staff, and assisting families in identifying additional resources as necessary.

Armistead Caregiver Services - February 2013 – July 2014

### **Position held: Director of Operations**

Oversee the day-to-day operations of a company specializing in the provision of services for seniors and those with developmental delays/disabilities that allows clients to live active and fulfilling lives. In addition to providing necessary support allowing one to remain in their home, we also provide supports within facilities such as nursing homes, hospitals, rehabilitation centers, and independent and assisted living centers. On average we provide between 1,750 to 3,000 private duty care hours per week. I was responsible for the supervision of 200 staff of varying levels. I designed a robust screening and training program that each new employee must complete, with an emphasis placed on relationship building and client-centered care. We served the health care needs of seniors and the disabled within NH, VT and NY.

HCRS (Healthcare and Rehabilitation Services) May 2002 – Oct. 2012

### **Position held: Sr. Director/Director of Developmental Services**

I took a program that lacked direction and leadership and transformed it into a progressive, well-recognized program that has been lauded as an example of positive practice within the industry. I engineered program development and created a self-sustaining matrix. I continually adapted to financial and environmental change and was instrumental in creating unity and consistency of multi-site programming. I worked diligently to create an atmosphere of mutual respect, upward mobility and personal growth.

### **Notable experience:**

I was responsible for a workforce of 225-250 staff of varying levels overseeing five primary multi-specialty office locations within Windsor/Windham counties in Vermont. I developed programming across company departments and determined the financial stability and long-term prospect of self-sufficiency in a tightening financial environment. Despite several state and federal imposed funding reductions continued to grow at more than 1 million dollars per annum.

## **Previous Professional Experience: (Continued)**

### **Accomplishments/Contributions:**

- Analyze specific program measures as set forth annually.
- Managed a 20+ million dollar operating budget.
- Prepared individual budgets and maintained a comprehensive spreadsheet monthly.
- Developed a 100% compliant annual performance evaluation program.
- Responsible for increasing productivity on every level of workforce.
- Maintained over 90% employee/client satisfaction for several years across several criteria.
- Implemented the successful re-structuring of a 40 student Alternative School (grades 2-12), visit their website at [www.kindlefarm.org](http://www.kindlefarm.org)

DSSC (Developmental Services of Sullivan County) Feb. 2000 – May 2002

### **Position held: Director of Community Services**

I succeeded in stabilizing a program that had been de-certified by the State of NH. I managed over 8 million dollars in revenue, and oversaw the successful operation of several staffed residential facilities. I supervised a workforce of over 125 employees, and was accountable for insuring the proper performance evaluation and discipline of this staff. I had the privilege of hiring many top-notch professionals. During this time period I created my very own training program that was unique then; an approach that remains relevant and just as uncommon today.

### **Accomplishments/Contributions:**

- Gained designated status with distinction within the State of NH.
- Introduced a refreshed/updated policy and procedure manual.
- Clarified many of the policies that had grown outdated.
- Emboldened direct reports to achieve personal gain and promotion.
- Served as the liaison between several state governed programs and the agency.
- Instituted a peer-to-peer staff recognition program.

### **Additional experience:**

Turning Point, Inc. – Coordinator of Support Services – Oct. 1998 – Feb. 2000  
Newburyport, MA 01950

Sugar River Valley Social Services – Director of Operations – Nov. 1998 – May 2001  
Newport, NH 03773

DSSC – Director of Community Support – Aug. 1995 – Oct. 1998  
Claremont, NH 03743

Northeastern Family Institute – Jan. 1994 – Aug. 1995  
Springfield, VT 05156

### **Internships:**

HCRS (formerly M.H.S.S.V.) - school years 1992 and 1993

Northeast Kingdom Mental Health – school years 1990 and 1991

**Education:**

**Professional Certificate, Leadership and Management – 2009**  
University of Vermont, School of Business

**Associate of Science, Business Administration – 1999**  
Lyndon State College, Major Concentration: Marketing

**Master of Science, Psychology – 1997**  
LaSalle University, Major Concentration: Behavioral Science

**Bachelor of Arts, Psychology – 1993**  
Lyndon State College, Major Concentration: Social Psychology/minor: Journalism

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**Volunteerism:**

- **Special Olympics Volunteer Coach – 2003-2007**
- **Youth Sports Coach – 1988-1989, 1992-1993, 1994-1996 and 2005 to present**
- **Connecticut River Green Up Day – 2007 to present**
- **Windsor County Adult Diversion Program – 2010 to 2012**

**Membership/Affiliations:**

- **National Association for Dual Diagnosis (N.A.D.D.) member since 2002**
- **Joint Commission (J.C.A.H.O.) 2005- 2012**
- **State Program Standing Committee – Developmental Services – chair from 2003-2008**
- **Community Resources for Justice – affiliated from 2008 to 2012**
- **Vermont Statewide DS Directors’ – member from 2002 to 2012**
- **Disaster Response Team – member from 2005 to 2012, chair 2008-2009**
- **Coaching Center of VT – affiliated from 2008 to 2012**
- **Paine Mountain Consulting – affiliated from 2003-2012**
- **Special Olympics of VT – chapter chartered in 2003**
- **Ally of the Year – 2006 and 2008**
- **Employee of the Year - 2010**

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**Computer Skills/Proficiency:**

Microsoft Word, Excel, Outlook and PowerPoint, Citrix, UNIX, Oracle, Lotus, QuickBooks, Neat, Norton, Java, Global, Apple IOS.

**Written recommendations:**

Shared at interview (spanning from 1993 through present)

**Verbal references:**

Both personal and professional are listed below for your convenience.

**DIANNE LEMAY R.N.**



**EDUCATION**      **Mary Hitchcock Memorial Hospital School of nursing**  
Hanover, New Hampshire      Graduated 1973

**WORK EXPERIENCE**

- 2005-Present      **Connecticut Valley Home Care**  
Interim Director (Effective 10.14.11)  
Clinical Coordinator  
Quality Assurance Coordinator  
958 John Stark Highway  
Newport, NH 03773
- 1993-2005      **Connecticut Valley Home Care**  
Intake Coordinator  
Staff Nurse  
958 John Stark Highway  
Newport, NH 03773
- 1980-1993      **Claremont General Hospital**  
Staff Nurse Surgical  
Staff nurse ICU/CCU  
243 Elm Street  
Claremont, NH 03743
- 1978-1980      **Mary Hitchcock Memorial Hospital**  
Charge Nurse evenings  
Cardiothoracic floor  
Hanover, NH
- 1976-1978      **Mary Hitchcock Memorial Hospital**  
Staff nurse Cardiothoracic and telemetry  
Hanover, NH 03755
- 1973-1976      **Mary Hitchcock Memorial Hospital**  
Staff Nurse Overflow & Neurology  
Hanover, NH 03755

**CURRENT LICENSURE**

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New Hampshire  
Vermont

**REFERENCES**

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Furnished upon request

# Mary Schissel, RN



**EDUCATION**            **Castleton State College, VT**  
Associate Degree, Nursing 1983

## **WORK EXPERIENCE**

2007 – Present            **Connecticut Valley Home Care**  
Supervisor, Licensed Nurses Aides  
958 John Stark Highway  
Newport, NH 03773

1993 – Present            **Connecticut Valley Home Care**  
Registered Nurse  
958 John Stark Highway  
Newport, NH 03773

1990 – 1993                **Lake Sunapee Visiting Nurses Association**  
Registered Nurse  
New London, NH 03752

1987 – 1988                **Eastern Maine Medical Center**  
Staff Nurse  
Bangor, ME

1983 – 1986                **Massachusetts General Hospital**  
Staff Nurse  
Boston, MA



# Valley Regional Healthcare

## JOANNE MILLER

**Objective:** To lead a healthcare team in providing the highest quality service by focusing on teamwork, effective communication, professional responsibility, customer service and the efficient use of information technology.

### Professional Experience:

02/2013 - current     Alice Peck Day Memorial Hospital, Lebanon, NH  
Revenue Coordinator

01/2012-10/2012     Valley Family Physicians, PLLC, Claremont, NH  
Practice Manager

### Responsibilities Included:

- Coordinated the implementation of a new EMR
- Managed staff of 10 employees and 3 providers including hiring, evaluations and ensuring all employees were practicing within the scope of their knowledge and training
- Trained staff in using new medical equipment and laboratory tests, and assessed their competency at regular intervals
- Scheduling of physicians, clinical and office staff
- Addressing patient complaints and concerns
- Management of accounts receivable including insurance and patient billing
- Review of fee schedules
- Payroll, taxes and retirement plan administration
- Purchasing, maintaining and upgrading of all office/medical supplies, computer systems and other equipment
- CLIA Laboratory Director
- Clinical monitoring of immunization and diagnostic database for insurance carrier review
- Physician credentialing with hospitals, insurance carriers and CAQH
- HIPAA compliance (included writing and implementing HIPAA manual)
- OSHA compliance officer
- Meaningful Use analysis with dashboard utilization

09/1985-12/2011     Claremont Family Practice, PLLC, Claremont, NH

Practice Manager 1995-2011  
Office Manager 1991-1995  
Medical Secretary 1985-1991

### Education:

1985     New Hampshire Vocational Technical College, Claremont, NH  
Medical Assistant Program 4.0 GPA

Interests:             Gardening, cooking, running, hiking, reading, biking, family time

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Karen Baranowski	Executive Director	148,000	5 %	7400.00
Joshua Compton	Support Services Manager	63,500	10 %	6350.00
Joanne Miller	Business Operations Manager	57,500	15 %	8625.00



**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide Level of Care,  
In Home Nursing Level of Care Services, and Adult Day Program 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 Level of Care,  
In Home Nursing Level of Care Services, and Adult Day Program Services**

This first Amendment to the In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services (hereinafter referred to as "Amendment #1") dated April 27, 2015, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Valley Regional Healthcare (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 243 Elm Street, Claremont, NH 03743.

WHEREAS, pursuant to an agreement approved by the Governor and Executive Council on June 18, 2014 (Item #110), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified;

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;

WHEREAS, pursuant to the Agreement (section 18 of the General Provisions of the Form P-37) and Exhibit C-1 Paragraph 3, the Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, and acceptable performance of the Statement of Work, the Agreement may be modified or amended only by written instrument executed by the parties thereto and approved by the Governor and Executive Council; and

WHEREAS, the Department and the Contractor agree to extend the completion date by fifteen months, and to increase the price limitation;

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

1. Except as specifically amended and modified by the terms and conditions in this Amendment #1, the obligations of the parties shall remain in full force and effect in accordance with the terms and conditions set forth in the Contract as referenced above.
2. Amend General Provisions (Form P-37), Block 1.7 Completion Date, by extending the date to September 30, 2016.
3. Amend General Provisions (Form P-37), Block 1.8 Price Limitation, to read: \$797,994.00
4. Amend General Provisions (Form P-37), Block 1.9 Contracting Officer for State Agency to read: Eric Borrin, Director of Contracts and Procurement.
5. Amend General Provisions (Form P-37), Block 1.10 State Agency Telephone Number to read: (603) 271-9558.
6. Delete in its entirety Exhibit A, Scope of Services and replace with Exhibit A Amendment #1, Scope of Services.



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7. Delete in its entirety Exhibit B, Method and Conditions Precedent to Payment and replace with Exhibit B Amendment #1, Method and Conditions Precedent to Payment.
8. Delete in its entirety Standard Exhibit C, Special Provisions and replace with Exhibit C, Special Provisions.
9. Delete in its entirety, Exhibit C-1 Revisions to General Provisions, Section 4 that reads,
  - \*4. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:
    - 4.1 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.
    - 4.2 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.
    - 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold."
10. Delete in its entirety, Standard Exhibit G, Certification Regarding the Americans with Disabilities Act Compliance, and replace with Exhibit G, Certification of Compliance with Requirements Pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower Protections.



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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  
*Mailee Tahan*  
Deputy Commissioner  
 Diane Langley  
 Director

5/22/15  
 Date

Valley Regional Healthcare

05/13/2015  
 Date

*[Signature]*  
 NAME  
 TITLE

**Acknowledgement:**

State of New Hampshire County of Sullivan on 5/13/2015, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

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

**JOANNE E. MILLER**  
 NOTARY PUBLIC - NEW HAMPSHIRE  
 My Commission Expires  
 February 2, 2018



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

OFFICE OF THE ATTORNEY GENERAL

6/4/2015  
Date

*Wahcy J. Smith*  
Name: *Wahcy J. Smith*  
Title: *Sr. 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:



**New Hampshire Department of Health and Human Services  
 In Home Care, In Home Health Aide Level of Care,  
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 Exhibit A Amendment #1**

**Scope of Services**

**1. Purpose:**

The Contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to: the Medicaid State Plan and any of the Home and Community Based Care Waivers; administered by the Department, the Medicaid Program, or services provided through the Veterans Administration.

**2. Contract Period:** July 1, 2014 through September 30, 2016.

**3. Population:**

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305,(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

- Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income limit in accordance with Title The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

**4. Geographic Area to be served:**

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in paragraph 4.1 below. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in paragraph 4.1 when the Department requests the Contractor to do so or when the Contractor receives approval by the Department.

- 4.1. In Home Care Services and In Home Health Aide Level of Care Services: Grafton Co. towns of Enfield, Grafton & Lebanon. Sullivan Co. – all cities and towns.
- 4.2. The Contractor shall provide Adult Day Program Services at the locations, hours, and days identified as:

Connecticut Valley Home Care Adult Day Program  
 958 John Stark Highway  
 Newport, NH  
 Monday through Friday from 8:00 am to 4:00 pm.

**5. Services Provided in this Agreement**

	Services
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	In Home Care Services	In Home Health Aide Level of Care Services	In Home Nursing Level of Care Services	Adult Day Program Services
Program:				
Title III	x	x	not applicable	x
Title XX	x	not applicable	not applicable	x

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

**6. Service descriptions**

**6.1. In Home Care Services:**

6.1.1. In Home Care Services include assistance to individuals with core household tasks, or assistance to individuals with personal care activities that do not involve hands on care, or a combination of both.

6.1.2. The Contractor shall assure that services are:

6.1.2.1. Provided by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rules He-P 809 or He-P 822 as applicable.

6.1.2.2. Support and assist the individual with personal care activities that do not providing hands-on service.

6.1.3. The Contractor shall provide core household maintenance tasks to support the safety and well-being of individuals in their homes. They include but not limited to the following:

6.1.3.1. Light housekeeping tasks:

- 6.1.3.1.1. Washing dishes;
- 6.1.3.1.2. Dusting;
- 6.1.3.1.3. Vacuuming;
- 6.1.3.1.4. Sweeping;
- 6.1.3.1.5. Wet-mopping floors;
- 6.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
- 6.1.3.1.7. Emptying wastebaskets.

6.1.4. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks;

6.1.5. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary;

6.1.6. Maintaining a safe home environment,

6.1.7. Rearranging lightweight furniture,

6.1.8. Shopping for groceries and other errands. Shopping, which shall include buying, with funds provided by the client, groceries, clothing or other items for the client, and which shall require the Contractor staff member to provide receipts to the client after each shopping transaction;

6.1.9. Errands, which shall include, but not be limited to, going to the pharmacy, the post office, or the library on behalf of the client.



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- 6.1.10. Providing and encouraging socialization for individuals
- 6.1.11. Assistance with personal care shall include the following activities:
  - 6.1.11.1. 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;
  - 6.1.11.2. 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;
  - 6.1.11.3. 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;
  - 6.1.11.4. taking his/her medication(s) and reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle;
  - 6.1.11.5. placing the medicine container within reach; and/or
  - 6.1.11.6. opening the medicine container
  - 6.1.11.7. 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;
  - 6.1.11.8. 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.
- 6.1.12. In Home Care Services staff shall develop a person-centered plan for services in accordance with NH Administrative Rule He-E 501.21.
- 6.1.13. In Home Care Services staff will evaluate the individual's safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 6.1.14. In Home Care Services staff shall work with the Adult Protective Services Social Workers on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff discuss the client's functional status and any recommendations for changes in service provision.
- 6.2. In Home Health Aide Level of Care Services:
  - 6.2.1. The Contractor shall provide Home Health Aide Services as follows:
    - 6.2.1.1. by individuals employed by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809,
    - 6.2.1.2. receiving referrals from an individual's health care provider(s),
    - 6.2.1.3. performing evaluations of individuals' medical needs,
    - 6.2.1.4. developing service plans and incorporating this information into the individuals' person-centered plans of care, and
    - 6.2.1.5. providing hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
    - 6.2.1.6. accompanying an individual being transported to/from his/her home when the individual's medical condition(s) necessitates the assistance of a licensed provider.



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- 6.2.1.7. Home health aide services shall not be covered when they 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.
- 6.3. In Home Nursing Level of Care Services:
- 6.3.1. The Contractor shall 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.
- 6.3.2. Nursing services shall be covered when provided by a licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the Nurse Practice Act, RSA 326-B.
- 6.3.3. The following nursing services shall be covered based on the individual's need:
- 6.3.3.1. Receiving referrals;
- 6.3.3.2. Evaluation of the individual's needs;
- 6.3.3.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan; and
- 6.3.3.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502.17 and ordered by his or her physician.
- 6.3.4. Contract agencies shall coordinate nursing services to ensure that there is no duplicate provision of services.
- 6.3.5. LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 6.4. Adult Day Program Services: Adult Day Services means a program that provides one or more of the following services for fewer than 12 hours a day to participants 18 years of age and older, based on an individual's needs:
- 6.4.1. Supervision in a protected environment;
- 6.4.2. The following services, as described in the NH Administrative Rule He-P 818.15:
- 6.4.2.1. Personal care services;
- 6.4.2.2. Health and safety services;
- 6.4.2.3. Dietary services;
- 6.4.2.4. Nursing services;
- 6.4.2.5. Social services; and
- 6.4.2.6. Recreational activities;
- 6.4.3. Monitoring of the individual's condition, and counseling, as appropriate, on nutrition, hygiene or other related matters; and
- 6.4.4. Referrals, as appropriate, to other services and resources that could assist the individual, including any necessary follow up.
- 6.4.5. Assistance and support to caregiving families.
- 6.4.6. Contract agencies providing adult day program services shall develop a person-centered plan for each individual in accordance with the NH Administrative Rule He-E 501.21.
- 6.4.7. The Contractor shall be licensed in accordance with RSA 151:2 (f) and as governed by NH Administrative Rule He-P 818. In addition, the Contractor shall provide the specific services in accordance with NH Administrative Rules governing Adult Day Program



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Services He-E 501 and He-E 502; administered by the Bureau of Elderly and Adult Services.

**7. Service Compliance Requirements**

**7.1. Access to Services**

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the Contractor or be referred to the Contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
- 7.1.1.1. Client directly applies for or requests services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The Contractor shall determine the eligibility of the individual and, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for the individual's period of eligibility.
- 7.1.1.2. Client referred by Adult Protective Services (APS): In the event that an individual has been referred to a Contractor by APS, the Contractor shall not take an application, determine or redetermine the individual's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 501 and 502. Upon completion of the APS investigation, the Contractor shall complete client applications, eligibility, authorizations, assessments, and person centered provision services in accordance with Section 7.2 through 7.5 of this Exhibit A.

**7.2. Client Application/Request for Services**

The Contractor shall complete an intake and application for services, in accordance with the NH Administrative Rules He-E 500. Title XX In Home Care Services Contractors shall use DHHS' Form 3000 Application to determine eligibility. Title III In Home Care Services, In Home Health Aide Level of Services, In Home Nursing Level of Services, and Adult Day Program Services Contractors shall review clients' requests for services and determine eligibility.

**7.3. Client Eligibility**

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rule 500 regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. Eligibility determination
- The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.
- 7.3.2.1 If the client is determined to not be eligible for service(s), the notice shall include:
- 1) The reason(s) for the denial;
  - 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
  - 3) Contact information for requesting an appeal.
- 7.3.3. Redetermination of Service Eligibility.



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The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

**7.3.4. Termination of Services.**

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or
- 6) The individual is deceased.

**7.3.5. Service Authorizations for Eligible Clients.**

Once the client has been determined eligible to receive services, the Contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client.

- 7.3.5.1. With the exception of In Home Nursing Level of Care Services, the Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management  
129 Pleasant Street  
Concord, NH 03301

**7.4. Client Assessments**

The Contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with the Title III and Title rules.

**7.5. Person centered provision of services**

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:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
  - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
  - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
  - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement.



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- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the Contractor.

## 7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. 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.
- 7.6.2. 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. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
  - 7.6.2.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 7.6.2.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 7.6.2.3. A description of time frames necessary for obtaining staff replacements;
  - 7.6.2.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
  - 7.6.2.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

## 7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1:

1) Eligibility:

- a) The number of applications/service requests and
  - i) The number and percent of applicants found eligible for each service; and
  - ii) The number and percent of applicants found ineligible for each service.The Contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

- a) Plans of Care: the number and percent of individuals' plans of care where the plans contain evidence of person-centered planning;
  - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the



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- client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The Contractor will indicate the reasons why:
- For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
  - Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
  - Applicants were referred to Adult Protective Services; and
  - The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.
- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).
- 4) Service Delivery
- The number of open cases at the end of each reporting period, and
    - The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
  - The Contractor will indicate the reasons applicants did not receive their planned services.
  - The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

#### 7.8. Reporting Requirements:

The Contractor shall complete quarterly reports which will be a pre-defined electronic form provided by the Department. Quarterly is defined as July 1, to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly reports to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as In Home Care, Home Health Aide and Nursing Services, and Adult Day Program Services
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the In Home Care, In Home Health Aide Level of Care and In Home Nursing Level of Care Services Form, and the Adult Day Program Services Form provided by the Department. These forms will be due October 31, 2015; April 30, 2016; and a final form October 31, 2016. The data will include, but not be limited to the following:



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For the In Home Care, In Home Health Aide Level of Care and In Home Nursing Level of Care Services:

- The number of half hour units served by client and by city or town.

For Adult Day Program Services:

- The number of hours served by client and by the city or town where the client comes from to attend the Adult Day Program.

## **7.9. Client Fees and Donations**

### **7.9.1. Title III Services**

Except as provided in paragraph 7.9.3, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

### **7.9.2. Title XX Services**

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the NH Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

- 7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

### **7.9.3. Adult Protective Services**

Under RSA 161-F: 42 e seq. BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules He-E 700, the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons in need of protective services.

- 7.9.3.1. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

## **7.10. Adult Protective Services**



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The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client is in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker.

The Contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the Contractor of any information that may affect service provision.

**7.11. E-Studio Electronic Information System**

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the Contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

**7.12. Criminal Background and Adult Protective Service Registry Checks**

The Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

- 7.12.1. Contractor shall conduct a New Hampshire criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact.
- 7.12.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry.

**7.13. Grievance and Appeals**

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

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



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**7.14. Privacy and Security of Client Information**

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the Contractor shall notify the Department within one day from the date of breach.

**7.15. Culturally and Linguistically Appropriate Standards of Care**

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.
- The Contractor will submit a detailed description of the language assistance services they will provide to persons with Limited English Proficiency to ensure meaningful access to their programs and/or services, within ten (10) days of the Amendment #1 effective date.

**7.16. Wait Lists**

- 7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with the NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:
- a) Each contract agency shall include the following information on its wait list:
    - i) The individual's full name and date of birth;
    - ii) The name of the service being requested;
    - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
    - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
    - v) 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;
    - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
    - vii) A brief description of the individual's circumstances and the services he or she needs.
  - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:



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- i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - ii) Declining mental or physical health of the caregiver;
  - iii) Declining mental or physical health of the individual;
  - iv) Individual has no respite services while living with a caregiver; and
  - v) Length of time on the wait list.
  - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - vii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing.
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

**7.17. Notice of Failure to meet Service Obligations**

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations
- (a) Examples of failure to meet service obligations may include, but not limited to: scope of services may include, but are not limited to:
- (i) Reducing hours of operation
  - (ii) Changing a geographic service area
  - (iii) Closing or opening a site
- 2) The written notification shall include the following:
- (a) The reasons for the inability to deliver services;
  - (b) How service recipients and the community will be impacted if the Contractor is unable to provide services;
  - (c) How service recipients and the community will be notified; and
  - (d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 3) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
- (a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
  - (b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
  - (c) The Contractor terminates a services or services for any reason;
  - (d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

**7.18. Transition Process**

The Contractor shall have a transition process for clients in the event that they maybe transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure:



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- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.

**7.19. Compliance with Laws and Regulations**

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

**7.20. Contract Monitoring**

The Contractor shall:

- 7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.
- 7.20.2. Ensure the Department is provided with access that includes but is not limited to:
  - a) Data
  - b) Financial records
  - c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - e) Scheduled phone access to Contractor principals and staff
  - f) Timely unscheduled phone response by Contractor principals and staff.

**7.21. Financial Integrity Maintenance**

- 7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide to the State, quarterly interim Balance Sheet and Profit and Loss Statements for the Contractor, including separate statements for related parties. Quarterly is defined as the period of July 1 to September 30, October 1 to December 31, January 1 to March 31, and April 1 to June 30. The Contractor shall submit the quarterly statements to the Department by October 31, January 31, April 30, and July 31 as applicable to each State Fiscal year in the contract period. All statements must be certified by an officer of the reporting entity.
- 7.21.2. Corrective Action and or Termination: If after review of the Contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:
  - 1. Require a corrective action plan for identified deficiencies, or
  - 2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.
- 7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.
- 7.21.4. Risk Assessment Process:



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The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.

**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How It is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%



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**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%



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**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%



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**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement in consideration for the Contractor's compliance with the terms and conditions of this agreement and for the services provided by the Contractor pursuant to Exhibit A Amendment #1, Scope of Services.
2. Contract period: July 1, 2014 through September 30, 2016.
3. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A Amendment #1, Paragraph 5. The following terms and conditions detailed below in this Exhibit B Amendment #1 shall apply to all services unless expressly stated otherwise.
4. Payment for contracted services during the period July 1, 2015 through September 30, 2016 will be made up to the Total Maximum Dollar Amount Allowed by Funding source identified in Table A based on the applicable reimbursement rates:

Table A				
Funding Source	Service	Rates per Half Hour/Hour of Service	Total Maximum Dollar Amount Allowed by Funding Source 7/1/15-6/30/16	Total Maximum Dollar Amount Allowed by Funding Source 7/1/16-9/30/16
Title XX	In Home Care Services	\$8.38 (½hr)	\$281,362.00	\$70,340.50
Title XX	AGDC-Medical	\$7.25 (hr)	\$8,700.00	\$2,175.00
Title IIIB	In Home Care Services	\$8.38 (½hr)	\$32,590.00	\$8,147.50
Title IIIB	In Home Health Aide Level of Care Services	\$24.50 (½hr)	\$26,937.00	\$6,734.25
Title IIIB	AGDC-Medical	\$7.25 (hr)	\$5,075.00	\$1,268.75
<b>TOTAL</b>			<b>\$354,664.00</b>	<b>\$88,666.00</b>

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5. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-540-500382
In Home Care	Social Services Block Grant- Title XX	U.S. Dept. of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Adult Day Program Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

6. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of paragraph #4 above to transfer dollar amounts from one service to another within Table A and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
8. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A Amendment #1; and 3) should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.



10. Form Submission:

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

Prior to submittal of an invoice for Title XX In Home Care and Adult Day Program Services the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

11. Invoice Submission:

- 11.1. Title III Services the Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
- 11.2. Title XX Services- The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual services during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
- 11.3. A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.
- 11.4. Contract Service Authorization Form (#3502) and Invoices shall be sent to:  
NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant St, P.O. Box 2000  
Concord, NH 03301
- 11.5. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 11.6. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 11.7. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of its subcontractor's invoices for actual units served to clients that support the requests for reimbursement, upon DHHS request.



**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.



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

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

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

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

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

In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex

New Hampshire Department of Health and Human Services  
Exhibit G



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:

05/13/2015  
Date

[Signature]  
Name:  
Title:

Contractor Initials PW  
Date 5/13/15

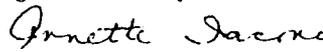
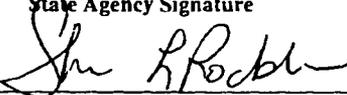
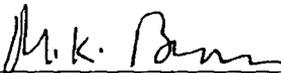
Subject: In Home Care Services, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services

**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	
1.3 Contractor Name Valley Regional Healthcare, Inc.		1.4 Contractor Address 243 Elm Street Claremont, NH 03743	
1.5 Contractor Phone Number 603-542-3400	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$354,664.
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter J. Wright, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Sullivan</u> On <u>5/25/14</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 Annette Jacaro, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Steve Rockham 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) By:  On: 5/25/14			
1.18 Approval by the Governor and Executive Council 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, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("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. 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 consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written 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 \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance 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 fifteen (15) 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

Contractor Initials:   B    
Date: May 22, 2014

certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) 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.

**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.



New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide Level of Care,  
In Home Nursing Level of Care Services, and Adult Day Program Services  
Exhibit A

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Scope of Services

**1. Purpose:**

The contractor shall provide services in this contract to assist eligible people to live as independently as possible in safety and with dignity.

- 1.1. The services in this contract are intended for individuals who are not already receiving the same or similar services through one of DHHS' Medicaid Waiver Programs, who are eligible for other NH Medicaid services or who are receiving the same or similar services through the Veterans' Administration.

**2. Contract Period:**

The commencement date of this contract shall be effective July 1, 2014 or the date of G& C approval, whichever is later. The completion of this contract shall be June 30, 2015.

**3. Population:**

Services are for individuals who reside in independent living settings and who meet the eligibility criteria as follows:

3.1. Title III

Individuals who are age 60 and older and with the most economic or social needs as described in:

- Older Americans Act as amended, Section 305.(a)(2)(E) and
- Title III Older Americans Act Services: Title IIB- Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, and Title IIID- Disease Prevention and Health Promotion Services, NH Administrative Rule He-E 502.

3.2. Title XX 42 USC §1397 et seq.

Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,194 for calendar year 2014 as described in:

- Title The Social Services Block Grant (Title XX), NH Administrative Rule He-E 501.

**4. Geographic Area to be served:**

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in paragraph 4.1 and 4.2 below. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in paragraph 4.1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

- 4.1. In Home Care Services and In Home Health Aide Level of Care Services: Grafton Co. Towns of Enfield, Grafton & Lebanon. Sullivan Co. – All Cities and Towns.

- 4.2. The Contractor shall provide Adult Day Program Services at the locations, hours, and days identified as:

Connecticut Valley Home Care Adult Day Program  
958 John Stark Highway  
Newport, NH.  
Monday through Friday from 8:00 am to 4:00 pm.



New Hampshire Department of Health and Human Services  
 In Home Care, In Home Health Aide Level of Care,  
 In Home Nursing Level of Care Services, and Adult Day Program Services  
 Exhibit A

**5. Services Provided in this Agreement**

	Services			
	In Home Care Services	In Home Health Aide Level of Care Services	In Home Nursing Level of Care Services	Adult Day Program Services
Program:				
Title III	x	x	na	x
Title XX	x	na	na	x

An "x" denotes that the Contractor shall provide that service to eligible individuals in accordance with all applicable laws, rules, regulations and terms and conditions of this Agreement.

**6. Service descriptions**

**6.1. In Home Care Services:**

- 6.1.1. In Home Care Services include assistance to individuals with core household tasks, or assistance to individuals with personal care activities that do not involve hands on care, or a combination of both.
- 6.1.2. The Contractor shall assure that services are:
  - 6.1.2.1. Provided by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rules He-P 809 or He-P 822 as applicable.
  - 6.1.2.2. Support and assist the individual with personal care activities that do not providing hands-on service.
- 6.1.3. The Contractor shall provide core household maintenance tasks to support the safety and well-being of individuals in their homes. They include but not limited to the following:
  - 6.1.3.1. Light housekeeping tasks:
    - 6.1.3.1.1. Washing dishes;
    - 6.1.3.1.2. Dusting;
    - 6.1.3.1.3. Vacuuming;
    - 6.1.3.1.4. Sweeping;
    - 6.1.3.1.5. Wet-mopping floors;
    - 6.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
    - 6.1.3.1.7. Emptying wastebaskets.
  - 6.1.4. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks;
  - 6.1.5. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary;
  - 6.1.6. Maintaining a safe home environment,
  - 6.1.7. Rearranging lightweight furniture,
  - 6.1.8. Shopping for groceries and other errands. Shopping, which shall include buying, with funds provided by the client, groceries, clothing or other items for the client, and which shall require the contractor staff member to provide receipts to the client after each shopping transaction;
  - 6.1.9. Errands, which shall include, but not be limited to, going to the pharmacy, the post office, or the library on behalf of the client.
  - 6.1.10. Providing and encouraging socialization for individuals
  - 6.1.11. Assistance with personal care shall include the following activities:
    - 6.1.11.1. 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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- 6.1.11.2. 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;
- 6.1.11.3. 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;
- 6.1.11.4. taking his/her medication(s) and Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle;
- 6.1.11.5. Placing the medicine container within reach; and/or
- 6.1.11.6. Opening the container
- 6.1.11.7. 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;
- 6.1.11.8. 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.
- 6.1.12. In Home Care Services staff shall develop a person-centered plan for services in accordance with NH Administrative Rule He-E 501.21.
- 6.1.13. In Home Care Services staff will evaluate the individual's safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 6.1.14. In Home Care Services staff shall work with the Adult Protective Services Social Workers on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff discuss the client's functional status and any recommendations for changes in service provision.
- 6.2. In Home Health Aide Level of Care Services:
  - 6.2.1. The Contractor shall provide Home Health Aide Services as follows:
    - 6.2.1.1. by individuals employed by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809,
    - 6.2.1.2. receiving referrals from an individual's health care provider(s),
    - 6.2.1.3. performing evaluations of individuals' medical needs,
    - 6.2.1.4. developing service plans and incorporating this information into the individuals' person-centered plans of care, and
    - 6.2.1.5. providing hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
    - 6.2.1.6. accompanying an individual being transported to/from his/her home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
    - 6.2.1.7. Home health aide services shall not be covered when they 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.
- 6.3. In Home Nursing Level of Care Services.
  - 6.3.1. The Contractor shall 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.
  - 6.3.2. Nursing services shall be covered when provided by a licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the Nurse Practice Act, RSA 326-B.
  - 6.3.3. The following nursing services shall be covered based on the individual's need:



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- 6.3.3.1. Receiving referrals;
- 6.3.3.2. Evaluation of the individual's needs;
- 6.3.3.3. Developing a nursing care plan and incorporating this information into the individual's person-centered plan; and
- 6.3.3.4. Providing nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502.17 and ordered by his or her physician.
- 6.3.4. Contract agencies shall coordinate nursing services to ensure that there is no duplicate provision of services.
- 6.3.5. LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 6.4. Adult Day Program Services: Adult Day Services means a program that provides one or more of the following services for fewer than 12 hours a day to participants 18 years of age and older, based on an individual's needs:
  - 6.4.1. Supervision in a protected environment;
  - 6.4.2. The following services, as described in the NH Administrative Rule He-P 818.15:
    - 6.4.2.1. Personal care services;
    - 6.4.2.2. Health and safety services;
    - 6.4.2.3. Dietary services;
    - 6.4.2.4. Nursing services;
    - 6.4.2.5. Social services; and
    - 6.4.2.6. Recreational activities;
  - 6.4.3. Monitoring of the individual's condition, and counseling, as appropriate, on nutrition, hygiene or other related matters; and
  - 6.4.4. Referrals, as appropriate, to other services and resources that could assist the individual, including any necessary follow up.
  - 6.4.5. Assistance and support to caregiving families.
  - 6.4.6. Contract agencies providing adult day program services shall develop a person-centered plan for each individual in accordance with the NH Administrative Rule He-E 501.21.
  - 6.4.7. The contractor shall be licensed in accordance with RSA 151:2 (f) and as governed by NH Administrative Rule He-P 818. In addition, contractors shall provide the specific services in accordance with NH Administrative Rules governing Adult Day Program Services He-E 501 and He-E 502; administered by the Bureau of Elderly and Adult Services.

## 7. Service Compliance Requirements

### 7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
  - 7.1.1.1. Client directly applies for or requests services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual and, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for the individual's period of eligibility.
  - 7.1.1.2. Client referred by Adult Protective Services (APS): In the event that an individual has been referred to a Contractor by APS, the Contractor shall not take an application, determine or redetermine the individual's eligibility, or issue eligibility notifications, in accordance with the NH Administrative Rules He-E 501 and 502.



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Upon completion of the APS investigation, the contractor shall complete client applications, eligibility, authorizations, assessments, and person centered provision services in accordance with Section 7.2 through 7.5 of this Exhibit A.

**7.2. Client Application/Request for Services**

The Contractor shall complete an intake and application for services, in accordance with the NH Administrative Rules He-E 500. Title XX In Home Care Services contractors shall use DHHS' Form 3000 Application to determine eligibility. Title III In Home Care Services, In Home Health Aide Level of Services and In Home Nursing Level of Services Contractors shall review clients' requests for services and determine eligibility.

**7.3. Client Eligibility**

7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rule 500 regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.

7.3.2. Eligibility determination

The Contractor shall submit its policies and procedures for client eligibility determination for services to DHHS for review and approval, within 30 days of the start of each State Fiscal Year.

7.3.2.1. If the client is determined to not be eligible for service(s), the notice shall include:

- 1) The reason(s) for the denial;
- 2) A statement regarding the right of the individual or his or her authorized representative to request an informal resolution or appeal of the eligibility determination decision.
- 3) Contact information for requesting an appeal.

7.3.3. Redetermination of Service Eligibility.

The Contractor shall submit its policies and procedures for client eligibility redetermination for services to DHHS for review and approval, within 30 days of start of each State Fiscal Year.

7.3.4. Termination of Services.

Services shall be terminated when:

- 1) The individual or his or her authorized representative requests that the services be terminated;
- 2) The individual no longer meets the eligibility requirements for services;
- 3) Funding by the State for the service(s) is no longer available;
- 4) The individual did not reapply for services as required by program rules;
- 5) The individual has been admitted to a nursing home or residential care facility; or
- 6) The individual is deceased.

7.3.5. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client.

7.3.5.1. With the exception of In Home Nursing Level of Care Services, The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:



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Bureau of Data Management  
129 Pleasant Street  
Concord, NH 03301

**7.4. Client Assessments**

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with the Title III and Title rules.

**7.5. Person centered provision of services**

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:

- 7.5.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
  - 7.5.1.1. Individual's wishes, values, and beliefs are considered and respected.
  - 7.5.1.2. Individual is listened to; needs and concerns are addressed.
  - 7.5.1.3. Individual receives the information he/she needs to make informed decisions.
- 7.5.2. Planning is responsive to the individual. His or her preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 7.5.3. Services are designed, scheduled, and delivered to best meet the needs and preferences of the individual.
- 7.5.4. The system is committed to excellence and quality improvement:
- 7.5.5. Individual rights are affirmed and protected.
- 7.5.6. Individuals are protected from exploitation, abuse, and neglect.
- 7.5.7. The service system is accessible, responsive, and accountable to the individual.
- 7.5.8. Person-centered planning may be incorporated into existing service plans or documents already being used by the contractor.

**7.6. Staffing**

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. 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.
- 7.6.2. 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. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
  - 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
  - 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
  - 7.6.5. A description of time frames necessary for obtaining staff replacements;
  - 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
  - 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.



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### 7.7. Service Delivery Verification

The following are the performance measure reporting requirements for each service identified in Section 1.

1) Eligibility:

a) The number of applications/service requests and

- i) The number and percent of applicants found eligible for each service; and
- ii) The number and percent of applicants found ineligible for each service.

The contractor will indicate the reasons applicants were found ineligible and what quality improvement activity(ies) is/are to be initiated to address concerns about eligibility.

2) Quality and Appropriateness:

a) Plans of Care: the number and percent of individuals' plans of care where the plans contain evidence of person-centered planning;

- i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.

b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.

c) The contractor will indicate the reasons why:

- i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
- ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
- iii) Applicants were referred to Adult Protective Services; and
- iv) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.

d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to the Bureau of Elderly and Adult Services (BEAS).

4) Service Delivery

a) The number of open cases at the end of each reporting period, and

- i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.

b) The Contractor will indicate the reasons applicants did not receive their planned services.

c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

### 7.8. Reporting Requirements:

Contractors shall complete quarterly reports which will be a pre-defined electronic form supplied by DHHS. The report must be submitted by the 15<sup>th</sup> of the month following the quarter end. The data will include, but not be limited to the following:

- Expenses by program service provided. Service is defined as In Home Care, Home Health Aide and Nursing Services, and Adult Day Program Services
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;



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- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the In Home Care, In Home Health Aide Level of Care and In Home Nursing Level of Care Services Form and the Adult Day Program Services Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For the In Home Care, In Home Health Aide Level of Care and In Home Nursing Level of Care Services:

- The number of half hour units served by client and by city or town.

For Adult Day Program Services:

- The number of hours served by client and by the city or town where the client comes from to attend the Adult Day Program.

## 7.9. Client Fees and Donations

### 7.9.1. Title III Services

Except as provided in paragraph 7.9.3, NH Administrative Rule He-E 502.12 allows Title III contractors to ask individuals receiving services for a voluntary donation towards the cost of the service and provides guidance for requesting donations. The donation is to be purely voluntary, and no one can be refused services if they are unable or unwilling to donate.

The Contractor is required to report the total amount of collected donations on the quarterly report sent to BEAS Finance.

### 7.9.2. Title XX Services

The Contractor may charge fees to individuals receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services. The Contractor shall comply with the NH Administrative Rule He-E 501 when establishing and charging fees to individuals. In addition, the Contractor is required to report on the total amount of fees/income received for Title XX Services on the quarterly report sent to BEAS Finance.

7.9.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for whom reports of abuse, neglect, self-neglect and/or exploitation have not been founded. The Contractor is required to include the total amount of fees/income received for Title XX services, referred by APS staff, with the total amount of fees/income reported for Title XX Services, listed above, on the quarterly report sent to BEAS Finance.

### 7.9.3. Adult Protective Services

Under RSA 161-F: 42 e seq. BEAS provides protective services to incapacitated adults to prevent and/or ameliorate neglect, abuse or exploitation. When BEAS determines that an individual needs protective services as described in the Adult Protection Program NH Administrative Rules He-E 700, the Contractor agrees that the payment received from BEAS for the specified services is payment in full for those services, and the provider agrees to refrain from making any attempt to secure additional reimbursement of any type from the individual for those services. The Contractor shall make a good faith effort



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to assure the provision of some level of services to those persons in need of protective services.

7.9.3.2. Agencies providing Title III and/or Title XX services may not charge fees or ask donations from clients referred by the DHHS Adult Protective Services (APS) Program as long as these individuals remain active recipients of adult protective services as verified by Adult Protective Services staff.

**7.10. Adult Protective Services**

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law.

The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services.

The Contractor shall follow the plan of care established by the APS social worker.

The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

**7.11. E-Studio Electronic Information System**

The Contractor shall be required to use BEAS' E-Studio electronic information system. E-Studio is BEAS' primary vehicle for uploading important information concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information. Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from BEAS can be shared with the necessary agency staff. There is no cost to the contractor for BEAS to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio. Contractor shall ensure that their E-Studio account(s) are kept current and that BEAS is notified when a staff member is no longer working in the program so his/her account can be terminated.

**7.12. Criminal Background and Adult Protective Service Registry Checks**

The contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services are required to complete a BEAS State Registry check before the staff member or volunteer begins providing services. In addition, all agency staff must undergo a NH Criminal Records Background check.

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

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

**7.13. Grievance and Appeals**

The Contractor must maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and staff. The Contractor shall have grievance system in place that includes a grievance process and any grievances filed are to be available to DHHS upon request. At a minimum the process shall include the following:

- a) Client name,
- b) type of service,



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- c) date of written grievance,
- d) nature/subject of the grievance,
- e) who in the agency reconsiders agency decisions,
- f) what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

**7.14. Privacy and Security of Client Information**

DHHS is the designated owner of all data and shall approve all access to that data. The Contractor shall not have ownership of State data at any time. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law. Privacy policy statements may be developed and amended from time to time by the State and will be appropriately displayed on the State portal. The Contractor shall provide sufficient security to protect the State and DHHS data in network, transit, storage and cache. In the event of breach, the contractor shall notify the Department within one day from the date of breach.

**7.15. Culturally and Linguistically Appropriate Standards of Care**

The Contractor shall ensure equal access to quality services under this contract by providing culturally and linguistically appropriate services according to the following guidelines:

- Assess the ethnic/cultural needs, resources and assets of their community.
- Promote the knowledge and skills necessary for staff to work effectively with consumers with respect to their culturally and linguistically diverse environment or to those with disabilities.
- When feasible and appropriate, provide clients of minimal English skills with interpretation services.
- Offer clients a forum through which they have the opportunity to provide feedback to the Contractor regarding cultural and linguistic issues that may require a response.
- When feasible and appropriate, identify communication access needs for clients who may be deaf or hard of hearing, and/or have vision or speech impairment and develop an individual communication plan for clients to receive services.

**7.16. Wait Lists**

7.16.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. The contract agency shall maintain a wait list in accordance with the NH Administrative Rules He-E 501 and 502 when funding or resources are not available to provide the requested services. A wait list includes at a minimum:

- a) Each contract agency shall include the following information on its wait list:
  - i) The individual's full name and date of birth;
  - ii) The name of the service being requested;
  - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
  - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
  - v) 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;
  - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
  - vii) A brief description of the individual's circumstances and the services he or she needs.



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- b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
  - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
  - ii) Declining mental or physical health of the caregiver;
  - iii) Declining mental or physical health of the individual;
  - iv) Individual has no respite services while living with a caregiver; and
  - v) Length of time on the wait list.
  - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
  - vii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
- c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing.
- d) The wait list must be maintained during the contract period and available to BEAS upon request.

**7.17. Notice of Failure to meet Service Obligations**

- 1) In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall give at least a ninety (90) day prior written notice addressed to the Bureau Director, Bureau of Elderly and Adult Services, of such inability to meet service obligations
  - a) Examples of failure to meet service obligations may include, but not limited to: scope of services may include, but are not limited to:
    - (i) Reducing hours of operation
    - (ii) Changing a geographic service area
    - (iii) Closing or opening a site
- 2) The written notification shall include the following:
  - a) The reasons for the inability to deliver services;
  - b) How service recipients and the community will be impacted if the contractor is unable to provide services;
  - c) How service recipients and the community will be notified; and
  - d) The Contractor's plan to transition clients into other services or refer the clients to other agencies.
- 3) The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
  - a) Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
  - b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
  - c) The Contractor terminates a services or services for any reason;
  - d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

**7.18. Transition Process**

The Contractor shall have a transition process for clients in the event that they may be transitioned between DHHS contracted providers and shall submit their written transition process to DHHS within thirty days of approval of the Contract Agreement. The process shall ensure

- a) Uninterrupted delivery of services for clients;
- b) A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.



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**7.19. Compliance with Laws and Regulations**

Services and Administration of the program services shall be provided in accordance with the applicable federal and state laws, Title III and Title XX rules, policies and regulations adopted by the Department of Health and Human Services currently in effect, and as they may be adopted or amended during the contract period.

**7.20. Contract Monitoring**

The Contractor shall:

7.20.1. Ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133.

7.20.2. Ensure the Department is provided with access that includes but is not limited to:

- a) Data
- b) Financial records
- c) Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
- d) Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- e) Scheduled phone access to Contractor principals and staff
- f) Timely unscheduled phone response by Contractor principals and staff.

**7.21. Financial Integrity Maintenance**

7.21.1. Financial Reporting Requirements: In addition to the requirement for Contractor to provide annual audited financial statements, the Contractor agrees to provide quarterly to the State, within thirty (30) days from the last day of the quarter, interim Balance Sheet and Profit and Loss Statements for the Contractor to including separate statements for related parties. All statements must be certified by an officer of the reporting entity.

7.21.2. Corrective Action and or Termination: If after review of the contractor submitted information, and based on the following risk assessment, the State at its sole discretion, the State may:

1. Require a corrective action plan for identified deficiencies, or
2. Terminate the contract for reasons of risk to continued operation, services, or deliverables as required by the terms of the contract.

7.21.3. Absence of Risk Conditional Termination: This section does not negate any rights the State may have relative to the contract.

7.21.4. Risk Assessment Process:

The State will analyze financial information provided by Contractor. Such analysis will include calculation of the ratios set forth in Table A. The weighted average of the ratios is used to calculate a risk score as follows:

- Low Risk 70% and Above
- Moderate Risk From 26% to 69%
- High Risk 25% and Below

7.21.5. Weighted Average: The process for the scoring is

1. Calculate the individual ratio for the Contractor
2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

7.21.6. The State will provide, upon request, the Risk calculations for the Contractor.



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<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Liquidity	Current Ratio	This ratio compares the Current Assets with the Current Liabilities.	CURRENT ASSETS / CURRENT LIABILITIES	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a ratio, and represents 15% of the total risk assessment value.	1.0:1	10.0%
Liquidity	Days Expense in Working Capital	This ratio calculates the number of day's expense that the working capital can support.	(CURRENT ASSETS - CURRENT LIAB) / ((REVENUE - OPERATING INCOME - DEPRECIATION)/365)	This ratio measures the Liquidity of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed in "number of days" and represents 15% of the total risk assessment value.	30	10.0%
Liquidity	Days of Revenue In Accounts Receivable	This ratio calculates the number of days of revenue that are in accounts receivable.	(ACCOUNTS RECEIVABLE) / (REVENUE/365)	This ratio measures the performance of the accounts receivable function and the timeliness of revenue collection. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in days.	30	10.0%



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<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How It is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Operating Results	Return on Equity	This ratio is a representation of the increase or decrease in net assets from the prior year.	INCREASE IN NET ASSETS / NET ASSETS	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%
Operating Results	Operation Income to Revenue	This ratio compares the current year's operating income with the current year's revenue.	OPERATING INCOME / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	3%	10.0%
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is	0.7:1	5.0%



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<b>Table A - Risk Analysis Assessment Ratios Matrix</b>						
<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
				expressed as a ratio and represents 5% of the total risk assessment value.		
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	50%	10.0%
Reserves	Cash Flow to Total Debt	This ratio compares cash flow to total debt.	(OP. SURPLUS + DEPRECIATION) / (TOTAL ASSETS - NET ASSETS)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	5%	10.0%



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**Table A - Risk Analysis Assessment Ratios Matrix**

<b>Category</b>	<b>Name of Ratio</b>	<b>Description</b>	<b>How it is Calculated</b>	<b>What the Ratio Measures</b>	<b>Benchmark</b>	<b>Percentage of Total Risk Assessment</b>
Reserves	Days Expense in Available Net Assets	This ratio calculates the number of day's expense that the net assets of the company can support.	NET ASSETS / ((REVENUE - OPERATING INCOME - DEPRECIATION)/3 65)	This ratio measures Reserves. A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed in "number of days" and this represents 10% of the total risk assessment value.	90	10.0%
						100.0%

**7.22. Agreement Elements**

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



**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, of the General Provisions (P-37) of this Agreement for the services provided by the Contractor pursuant to Exhibit A, Scope of Services and for the period beginning July 1, 2014 or the date of G&C approval, whichever is later. The completion date of this contract shall be June 30, 2015, block 1.7 of the P-37.
2. Service(s) provided in this Agreement: The Contractor shall be reimbursed for providing and delivering the services listed in Exhibit A, Paragraph 5. The following terms and conditions detailed below in this Exhibit B shall apply to all services unless expressly stated otherwise.
3. Payment for contracted services will be made up to the Total Maximum Dollar Amount Allowed by Funding source and at the reimbursement rates identified in Table A:

Funding Source	Service	Rates	Total Maximum Dollar Amount Allowed by Funding Source
Title XX	In Home Care Services	\$8.38 per ½ Hour	\$281,362
Title IIIB	In Home Care Services	\$8.38 per ½ Hour	\$32,590
Title XX	Adult Day Program Services	\$7.25 per Hour	\$8,700
Title III	Adult Day Program Services	\$7.25 per Hour	\$5,075
Title IIIB	In Home Health Aide Level of Care Services	\$12.50 per ½ Hour	\$26,937
Title IIIB	In Home Nursing Level of Care Services	\$24.50 per ½ Hour	N/A

4. The General provisions (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-540-500382
In Home Care	Social Services Block Grant- Title XX	U.S. Dept. of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385

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Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Adult Day Program Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

5. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of paragraph #3 Table A above to transfer dollar amounts from one service to another, within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
6. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT).
7. The DHHS may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
8. Review of the State Disallowance of Costs: At any time during the performance of the Services, and upon receipt of required reports, or Contractor Site Review Reports, the State may review all units served to clients incurred by the Contractor and all payments made to date. Upon such review the State shall disallow any units served to clients incurred that are not determined to be allowable or are determined to be served to ineligible clients and shall, by written notice specifying the disallowed costs, inform the Contractor of any such disallowance. If the State disallows costs for which payment has not yet been made, it shall refuse to pay such costs.
9. Form Submission:  
 Prior to submittal of an invoice for the following Title III funded services: In Home Care, In Home Health Aide Level of Care, and Adult Day Program Services, the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.  
  
 Prior to submittal of an invoice for Title XX In Home Care and Adult Day Program Services the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.
10. Invoice Submission:  
 10.1. Title III Services the Contractor shall complete and submit a signed CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual services during the

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- month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
- 10.2. Title XX Services- The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual services during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.
- 10.3. A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.
- 10.4. Contract Service Authorization Form (#3502) and Invoices shall be sent to:  
NH Department of Health and Human Services  
Data Management Unit  
129 Pleasant St, P.O. Box 2000  
Concord, NH 03301
- 10.5. Contractor will have forty-five (45) days from the end of the contract period to submit final invoices to the Department for payment. Any adjustments made to a prior invoice, during these forty-five (45) days, will need to be accompanied by supporting documentation.
- 10.6. The DHHS will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
- 10.7. The Contractor shall submit to DHHS the subcontractor's budget for review and approval. The Contractor shall submit to DHHS copies of their subcontractor's invoices for actual units served to clients that support the requests for reimbursement, upon DHHS request.



**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 fundors 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 fundors, 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. **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:

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. 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
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. 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.



**Exhibit C-1**

**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. **Contract Extension:** The Department reserves the right to extend the completion date of the contract for up to two years to be exercised by mutual agreements by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.
  
4. **CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS:**  
4.1 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.

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**Exhibit C-1**

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- 4.2 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.
- 4.3 The Contractor shall insert the substance of this clause, including this paragraph (4.3), in all subcontracts over the simplified acquisition threshold.
5. Subparagraph 9 Audit of Exhibit C Special Provisions of this contract is deleted and replaced with the following subparagraph:
9. Audit: Contractor shall submit an annual audit to the Department within 120 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 Account Office (GAO standards) as the 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 Unites States Department of Health and Humans 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 and exception.
6. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and is replaced with the following subparagraph:
- 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and excess/umbrella liability coverage in the amount of \$25,000,000 per occurrence; and



**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)

Connecticut Valley Home Care, 958 John Stark Highway, Newport, NH 03773  
Valley Regional Healthcare, 243 Elm Street, Claremont, NH 03743

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

Contractor Name:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright  
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:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright

Title: President & CEO

Exhibit E - Certification Regarding Lobbying

Contractor Initials



**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

*PB*



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 (1)(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:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright

Title: President & CEO



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**CERTIFICATION REGARDING**  
**THE AMERICANS WITH DISABILITIES ACT COMPLIANCE**

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 make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.

Contractor Name:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright

Title: President & CEO

A handwritten signature in black ink, appearing to read "PJ Wright", written over the printed name and title.

Handwritten initials "PJ" inside a circular stamp or mark.



**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:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright

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.

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Contractor Initials

Handwritten initials in a circle, likely representing the contractor's initials.

Date May 22, 2014



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.

**(3) 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

3/2014

Contractor Initials

*PC*

Date May 22, 2014



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

3/2014

Contractor Initials

  
Date May 22, 2014



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

*Sheri Rockburn*  
\_\_\_\_\_  
Signature of Authorized Representative

*Sheri Rockburn*  
\_\_\_\_\_  
Name of Authorized Representative

*Director*  
\_\_\_\_\_  
Title of Authorized Representative

*5/27/14*  
\_\_\_\_\_  
Date

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care  
\_\_\_\_\_  
Name of the Contractor

*PJW*  
\_\_\_\_\_  
Signature of Authorized Representative

Peter J. Wright  
\_\_\_\_\_  
Name of Authorized Representative

President & CEO  
\_\_\_\_\_  
Title of Authorized Representative

May 22, 2014  
\_\_\_\_\_  
Date

Contractor Initials *PJW*

Date May 22, 2014



**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:

Valley Regional Healthcare, Inc.  
dba Connecticut Valley Home Care

May 22, 2014

Date

Name: Peter J. Wright

Title: President & CEO

Contractor Initials PR

Date May 22, 2014



**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: 194551560
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: _____



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

**BUREAU OF ELDERLY & ADULT SERVICES**

Nicholas A. Toumpas  
Commissioner

Diane Langley  
Director

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

6/24/15  
#68

May 28, 2015

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to exercise renewal options and enter into amendments to existing agreements with the vendors listed below for the continuation of In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services, by increasing the price limitation by \$9,075,757.50 from \$7,319,907.00 to an amount not to exceed \$16,395,664.50, and by extending the completion date from June 30, 2015 to September 30, 2016, effective July 1, 2015 or date of Governor and Executive Council approval, whichever is later. Governor and Executive Council approved the original agreements on June 18, 2014 (Item #110). 45% Federal funds and 55% General funds.

Vendor	Location	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
Androscoggin Valley Home Care	Berlin	\$ 401,786.00	\$ 502,232.50	\$ 904,018.50
Area Agency of Greater Nashua, Inc.	Nashua	\$ 131,602.00	\$ 164,502.50	\$ 296,104.50
Area Home Care Family Services	Portsmouth	\$1,518,401.00	\$1,898,001.25	\$3,416,402.25
Child and Family Services	Manchester	\$1,333,999.00	\$1,667,498.75	\$3,001,497.75
CornerStone VNA	Rochester	\$ 121,944.00	\$ 152,430.00	\$ 274,374.00
Easter Seals New Hampshire, Inc.	Manchester	\$ 163,125.00	\$ 203,906.25	\$ 367,031.25
Lakes Region Community Services Council	Laconia	\$ 535,626.00	\$ 669,532.50	\$1,205,158.50
Lake Sunapee Community Health Services	New London	\$ 59,301.00	\$ 0.00	\$ 59,301.00
North Country Home Health & Hospice	Littleton	\$ 158,699.00	\$ 198,373.75	\$ 357,072.75
Northern NH Healthcare Collaborative	Lancaster	\$ 311,444.00	\$ 389,305.00	\$ 700,749.00
Homemakers Health Services	Rochester	\$ 901,662.00	\$1,127,077.50	\$2,028,739.50
Visiting Nurse Association of Franklin	Franklin	\$ 65,763.00	\$ 82,203.75	\$ 147,966.75
Valley Regional Healthcare	Claremont	\$ 354,664.00	\$ 443,330.00	\$ 797,994.00
Visiting Nurse Home Care & Hospice of Carroll County	No. Conway	\$ 253,130.00	\$ 316,412.50	\$ 569,542.50
VNA at HCS	Keene	\$1,008,761.00	\$1,260,951.25	\$2,269,712.25
<b>Total</b>		<b>\$7,319,907.00</b>	<b>\$9,075,757.50</b>	<b>\$16,395,664.50</b>

Funds are anticipated to be available in State Fiscal Years 2016 and 2017 in the following accounts, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office, without approval from Governor and Executive Council.

**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)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Amount</b>	<b>Increased (Decreased) Budget</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2015	\$849,498.00	\$0.00	\$849,498.00
540-500382	Social Services Contracts	2016	\$0.00	\$825,196.00	\$825,196.00
540-500382	Social Services Contracts	2017	\$0.00	\$206,299.00	\$206,299.00
		<b>Subtotal</b>	<b>\$849,498.00</b>	<b>\$1,031,495.00</b>	<b>\$1,880,993.00</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)**

<b>Class/Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Amount</b>	<b>Increased (Decreased) Budget</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2015	\$6,143,782.00	\$0.00	\$6,143,782.00
543-500385	Adult In Home Care	2016	\$0.00	\$6,108,783.00	\$6,108,783.00
543-500385	Adult In Home Care	2017	\$0.00	\$1,527,195.75	\$1,527,195.75
566-500918	Adult Group Day Care	2015	\$326,627.00	\$0.00	\$326,627.00
566-500918	Adult Group Day Care	2016	\$0.00	\$326,627.00	\$326,627.00
566-500918	Adult Group Day Care	2017	\$0.00	\$81,656.75	\$81,656.75
		<b>Subtotal</b>	<b>\$6,470,409.00</b>	<b>\$8,044,262.50</b>	<b>\$14,514,671.50</b>
		<b>TOTAL</b>	<b>\$7,319,907.00</b>	<b>\$9,075,757.50</b>	<b>\$16,395,664.50</b>

**See attachment for financial details.**

## EXPLANATION

This Requested Action seeks approval to amend fourteen (14) original agreements by exercising fifteen (15) months of a potential two-year renewal option to continue to provide In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care, and Adult Day Program Services statewide. These direct services are provided to seniors and disabled persons who are not eligible for Medicaid; the services support their health, independence and ability to remain in their homes and communities. The contractors conduct client surveys on the quality of the services delivered to ensure satisfaction. Additionally, the contractors collect and report data on the number of clients served; the number of hours spent delivering services; and the locations of the clients receiving services. Information collected by the contractors is used by the Department to understand gaps in service delivery and to better inform and engage in more meaningful discussions about these important services.

Should the Governor and Executive Council not authorize these agreements, services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that may jeopardize their ability to remain in their homes and communities. This may also result in increased numbers of individuals needing more costly long-term care services in traditional nursing homes or community based care programs.

These agreements, and a fifteenth agreement that is not being renewed based upon the contractor's (Lake Sunapee Community Health Services) wishes, were awarded as the result of a competitive bid process. A Request for Proposals was posted on the Department of Health and Human Services' web site from April 22, 2014 through May 8, 2014. The Bid Summary is attached.

Lake Sunapee Community Health Services declined renewal due to a reduction in demand for services in the communities it serves and the administrative burden of providing services under this contract. The Department is working with contractors in adjacent communities to ensure a transition plan for those clients that are displaced from service delivery as a result of Lake Sunapee Community Health Services' decision.

As referenced in the Governor and Executive Council letters that originally approved these agreements, both the Request for Proposals and the original agreements contained the option to renew 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 Council. Because the Department has a number of health service delivery shifts underway at this time, which are likely to affect the individuals served by these agreements in the coming fifteen months, the Department is seeking only a fifteen-month extension of these agreements. The contractors are working collaboratively with the Department and agree with this approach, and all are well-performing its contractual responsibilities.

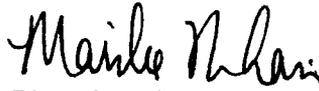
Area served: See Summary of Services and Geographic Area (Attachment A).

Source of Funds for these contracts: 45% Federal Funds from the Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III B, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 15AANHT3SS, and Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, Federal Award Identification Number 1601NHSOSR75, and 55% General Funds.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 28, 2015  
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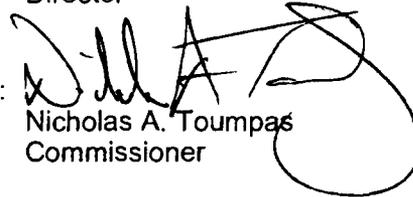
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



 Diane Langley  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner



MJT  
110

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

*BUREAU OF ELDERLY & ADULT SERVICES*

Nicholas A. Toumpas  
Commissioner

Diane Langley, Director  
Sheri Rockburn, Director

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

6/18/14 #110

May 27, 2014

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

47% Federal funds  
53% General funds

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into agreements with vendors listed in the table below to provide In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services to support elderly and disabled adults in order for them to remain in their homes and communities in an amount not to exceed \$7,319,907 in the aggregate, effective July 1, 2014 or date of Governor and Executive Council approval, whichever is later, through June 30, 2015.

Vendor	Location	Amount
Androscoggin Valley Home Care Services	Berlin, NH	\$401,786
Area Agency of Greater Nashua, Inc.	Nashua, NH	\$131,602
Area Home Care Family Services	Portsmouth, NH	\$1,518,401
Child and Family Services	Manchester, NH	\$1,333,999
CornerStone VNA	Rochester, NH	\$121,944
Easter Seals New Hampshire, Inc.	Manchester, NH	\$163,125
Lakes Region Community Services Council	Laconia, NH	\$535,626
Lake Sunapee Community Health Services	New London	\$59,301
North Country Home Health & Hospice Agency	Littleton, NH	\$158,699
Northern New Hampshire Healthcare Collaborative	Lancaster, NH	\$311,444
The Homemakers Health Services	Rochester, NH	\$901,662
The Visiting Nurse Association of Franklin	Franklin, NH	\$65,763
Valley Regional Healthcare	Claremont, NH	\$354,664
Visiting Nurse Home Care & Hospice of Carroll County	North Conway, NH	\$253,130
VNA at HCS	Keene, NH	\$1,008,761
<b>Total</b>		<b>\$7,319,907</b>

Funds to support this request in State Fiscal Year 2015 are available in account 7872 and are anticipated to be available in account 9255 pending Fiscal and Governor and Executive Council approval of a transfer of appropriation into this account. The contract provides the Department the authority to adjust amounts within the price limitation without further approval from the Governor and Executive Council.

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 May 27, 2014  
 Page 2 of 3

**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 (64% Federal and 36% General)**

Fiscal Year	Class/Object	Class Title	Amounts
2015	540-500382	Social Service Contracts	\$849,498
		Subtotal	\$849,498

**05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (44% Federal and 56% General Funds)**

Fiscal Year	Class/Object	Class Title	Amounts
2015	543-500385	Adult In Home Care	\$6,143,782
2015	566-500918	Adult Group Daycare	\$326,627
		Subtotal	\$6,470,409
		Grand Total	\$7,319,907

**EXPLANATION**

This package includes 15 of 15 agreements that represent \$7,319,907 for In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care, and Adult Day Program Services provided to seniors who are not eligible for Medicaid. All selected vendors had contracts with the Department in State Fiscal Year 2014 and funding is relatively flat, from both State general funds and federal sources. The Department has included language in the contracts to allow for amendments limited to Exhibits B to transfer dollar amounts from one service to another and within the price limitation, to be made by written agreement of both parties without obtaining approval of Governor and Executive Council.

The purpose of this request is to provide direct services to clients that will support their health, independence and ability to remain in their homes and communities. The contractors will conduct client surveys on the quality of the services to ensure satisfactory services to the elderly and disabled population. Additionally, contractors will be collecting and reporting data on the number of clients served; the number of hours spent on delivering services to the clients; and the locations of the clients receiving services. Information collected by the contractors will be used by the Department to understand gaps in service delivery and to be better informed to engage in more meaningful discussions about these important services that assist elderly and disabled adults to remain in their homes and communities.

The Department posted two Requests for Applications to solicit Home and Community Based Services. Request for Applications #15-DHHS-DCBCS-BEAS-RFA-01 for In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services was posted on the Department's website from April 22, 2014 to May 8, 2014 and Request for Applications #15-DHHS-DCBCS-BEAS-RFA-02 for Adult Day Program Services was posted on the Department's website from April 24, 2014 to May 12, 2014. Three managers from the Bureau of Elderly and Adult Services, with over twenty years with community based programs, reviewed the applications and selected vendors to provide these services. See Summary of Applications and Selected Vendors in Attachment A.

One of the applicants, Northern New Hampshire Healthcare Collaborative, Inc. does not have audited financials reports because operations to provide services began on January 1, 2014. If the Department continues to contract with this agency in future State Fiscal years, then the Department will submit to Governor and Executive Council the audited financial reports at that time.

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
May 27, 2014  
Page 3 of 3

The contracts include an option to renew the contracts for up to two years to be exercised by mutual agreement by the parties, upon availability of funding, acceptable performance of the Statement of Work, and subsequent approval by the Governor and Executive Council.

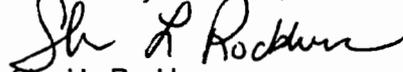
Should the Governor and Executive Council not authorize these agreements, services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their homes and communities. This would result in needing more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services will allow the elderly and disabled adults to secure and maintain independence, health, and quality of life while remaining in their homes and communities.

Area served: See Summary of Services and Geographic Area (Attachment A).

Source of Funds for these contracts: 47% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 53% General Funds.

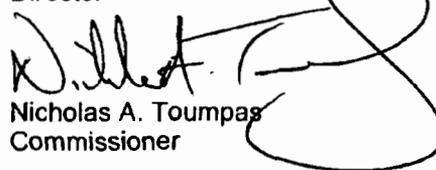
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn  
Director

Approved by:



Nicholas A. Toumpas  
Commissioner

In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care Services and Adult Day Program Services  
(Title XX and Title III Programs)

Summary of Vendors, Services and Geographic Area

No.	Name of Vendor:	In Home Care	In Home Health Aide Level of Care	In Home Nursing Level of Care	Adult Day Program Services	Department Selection	Geographic Area
1	Area Agency of Greater Nashua	N/A	N/A	N/A	X	Selected	Adult Day Program Location: Alvirne High School, Hudson NH Monday to Friday 8am - 3:30pm In Home Care Services, In Home Health Aide & Nursing Services: Coos Co. Towns of Berlin, Gorham, Randolph, Shelburne, Milan, West Milan, Dummer, Stark, Northumberland, Stratford, Groveton, West Stewartstown, Lancaster, and Columbia.
2	Androscooggin Valley Home Care Services	X	X	X	N/A	Selected	
3	Area HomeCare Family Services, Inc.	X	NA	NA	N/A	Selected	In Home Care Services: Rockingham Co. - All
4	Child and Family Services of NH	X	X	X	N/A	Selected	In Home Care Services, In Home Health Aide & In Home Nursing Services: Hillsborough Co. Towns of Amherst, Bedford, Brookline, Deering, Goffstown, Hillsborough, Hollis, Hudson, Litchfield, Manchester, Merrimack, Milford, Mont Vernon, Nashua, New Boston, Pelham, Weare & Wilton. Merrimack Co. Towns of Allenstown, Boscawen, Bow, Bradford Canterbury, Chichester, Concord, Dunbarton, Epsom, Henniker, Hooksett, Hopkinton, Loudon, Pembroke & Pittsfield. Rockingham Co. Towns of Auburn, Candia, Derry, Londonderry, Salem & Windham
5	Cornerstone VNA	X	NA	NA	N/A	Selected	In Home Care Services: Belknap Co. Towns of Alton & Barnstead. Carroll Co. Towns of Brookfield & Wakefield. Rockingham Co. Towns of Greenland, New Castle.

New Hampshire DHHS Contract Unit

Attachment A

No.	Name of Vendor:	In Home Care	In Home Health Aide Level of Care	In Home Nursing Level of Care	Adult Day Program Services	Department Selection	Geographic Area
6	Easter Seals New Hampshire, Inc.	N/A	N/A	N/A	X	Selected	Newington, Newmarket, Northwood, Nottingham & Portsmouth, Strafford Co. Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Milton, Middleton, New Durham, Rochester, Rollinsford, Somersworth & Strafford. Adult Day Program Location: 555 Auburn St, Manchester NH Monday to Friday 7:30am to 5:30 pm
7	Lake Sunapee Community Health Services	X	NA	NA	N/A	Selected	In Home Care Services: Merrimack Co. Towns of Andover, Bradford, Danbury, Newbury, New London, Sutton, Warner & Wilnot. Sullivan Co. Towns of Claremont, Croydon, Goshen, Grantham, Lempster, Newport, Springfield, Sunapee, Unity & Washington. In Home Care Services: Belknap Co. Towns of Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton, Sanbornton & Tilton. Grafton Co. Towns of Alexandria, Bridgewater, Bristol, Campton, Canaan, Dorchester, Ellsworth, Enfield, Grafton, Groton, Hanover, Holderness, Lebanon, Lyme, Orange, Orford, Plymouth, Rumney, Thornton, Warren & Wentworth. Merrimack Co. Towns of Danbury, Franklin, Hill & Northfield. Sullivan Co. Towns of Cornish & Plainfield.
8	Lakes Region Community Services Council	X	N/A	N/A	N/A	Selected	In Home Care Services and In Home Health Aide: Grafton Co. Towns of Bath, Benton, Bethlehem, Easton, Franconia, Haverhill, Landaff, Lincoln, Lisbon, Littleton,
9	North Country Home Health & Hospice Agency, Inc.	X	X	N/A	N/A	Selected	

New Hampshire DHHS Contract Unit

Attachment A

No.	Name of Vendor:	In Home Care	In Home Health Aide Level of Care	In Home Nursing Level of Care	Adult Day Program Services	Department Selection	Geographic Area
							Lyman, Monroe, Piermont, Pike, Sugar Hill, Twin Mountain, Warren, Woodstock & Woodsville. Coos Co. Towns of Carroll, Dalton & Whitefield.
							In Home Care Services and In Home Health Aide: Coos Co. towns of: Carroll, Clarksville, Colebrook, Columbia, Dalton, Errol, Jefferson, Lancaster, Pittsburg, Stewartstown, Whitefield, Northumberland, Groveton, Stark, and Stratford.
10	Northern New Hampshire Health Care Collaborative, Inc.	X	X	N/A	N/A	Selected	In Home Care Services, In Home Health Aide & In Home Nursing Services: Carroll Co. Towns of Brookfield & Wakefield. Rockingham Co. Towns of Newington, Newmarket & Northwood. Strafford Co. - All.
11	The Homemakers Health Services	X	X	X	X	Selected	Adult Day Program Location: 215 Rochester Hill Rochester NH Monday to Friday 8am to 3pm In Home Care Services: Belknap Co. Towns of Belmont, Sanbornton & Tilton. Merrimack Co. Towns of Andover, Boscaawen, Canterbury, Franklin, Hill, Northfield, Salisbury & Webster.
12	The Visiting Nurse Association of Franklin	X	N/A	N/A	N/A	Selected	In Home Care Services and In Home Health Aide: Grafton Co. Towns of Enfield, Grafton & Lebanon. Sullivan Co. - All.
13	Valley Regional Healthcare, Inc.	X	X	N/A	X	Selected	Adult Day Program Location: 958 John Stark Hwy, Newport NH, Monday to Friday 8am - 4pm
14	Visiting Nurse Home Care & Hospice of Carroll County	X	X	N/A	N/A	Selected	In Home Care Services and In Home Health Aide: Carroll Co. - All

New Hampshire DHHS Contract Unit

Attachment A

No.	Name of Vendor:	In Home Care	In Home Health Aide Level of Care	In Home Nursing Level of Care	Adult Day Program Services	Department Selection	Geographic Area
15	VNA at HCS, Inc.	X	X	N/A	X	Selected	In Home Care Services and In Home Health Aide: Cheshire Co. - All. Hillsborough Co. Towns of Antrim, Bennington, Deering, Greenfield, Greenville, Hancock, Hillsborough, Lyndeborough, Mason, New Ipswich, New Boston, Peterborough, Sharon, Temple & Wilton. Sullivan Co. Towns of Acworth, Charlestown & Langdon. Adult Day Program Location 312 Marlbro Street Keene, NH Monday to Friday 8am-5pm
	Vendors Not Selected:						
16	Great Bay Services, Inc.						
17	Healthy At Home						
18	Maxim Healthcare Services, Inc.						

An "X" denotes the services to be provided under the contract.