

16
man



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

Jeffrey A. Meyers
Commissioner

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

Maureen U. Ryan
Director of Human
Services

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

December 6, 2016

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

REQUESTED ACTION

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

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

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

See Attached Fiscal Details

EXPLANATION

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

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

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

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

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

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

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

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

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

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

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

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

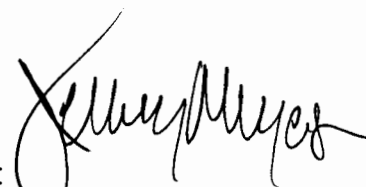
Area served: Statewide

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

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by: 
Jeffrey A. Meyers
Commissioner

FINANCIAL DETAIL ATTACHMENT SHEET

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

Androscoggin Valley Home Care (Vendor #157347)

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

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

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

Child and Family Services (Vendor #177166)

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

Cornerstone VNA (Vendor #230881)

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

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

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

The Homemakers Health Services (Vendor #154849)

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

The Visiting Nurse Assoc of Franklin (Vendor #154177)

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

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

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

VNA at HCS (Vendor #177274)

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

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

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

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

Androscoggin Valley Home Care (Vendor #157347)

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

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

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

Child and Family Services (Vendor #177166)

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

Cornerstone VNA (Vendor #230881)

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

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

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

The Homemakers Health Services (Vendor #154849)

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

The Visiting Nurse Assoc of Franklin (Vendor #154177)

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

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

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

VNA at HCS (Vendor #177274)

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

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

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

Summary by Vendor by Year

Androscoggin Valley Home Care (Vendor #157347)

| | | State Fiscal Year | Revised Modified Budget |
|--|--|----------------------|----------------------------|
| | | 2017 | \$200,890.88 |
| | | 2018 | \$401,772.18 |
| | | 2019 | \$100,445.44 |
| | | Total Agency | \$703,108.50 |

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

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

Child and Family Services (Vendor #177166)

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

Cornerstone VNA (Vendor #230881)

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

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

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

The Homemakers Health Services (Vendor #154849)

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

The Visiting Nurse Assoc of Franklin (Vendor #154177)

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

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

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

VNA at HCS (Vendor #177274)

| | | | |
|--|--|---------------------|-----------------------|
| | | 2017 | \$436,905.68 |
| | | 2018 | \$873,789.28 |
| | | 2019 | \$218,452.84 |
| | | Total Agency | \$1,529,147.80 |

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

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

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

\$9,746,988.95

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



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

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

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

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


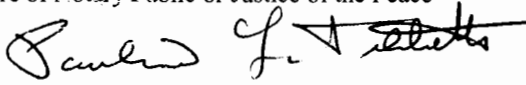
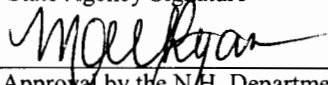
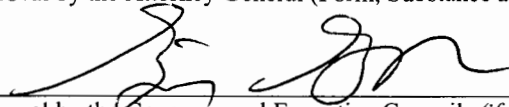
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A **Scope of Services**

1. Provisions Applicable to All Services

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



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

2. Scope of Work

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



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



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



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

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

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

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

2.2.2. Client Request and Application for Services

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

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

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

2.2.3. Client Eligibility Requirements for Services

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

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

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



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

2.2.4. Client Assessments and Service Plans

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

2.2.5. Person Centered Provision of Services

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



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

2.2.6. Client Fees and Donations

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



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



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

2.2.8. Referring Clients to Other Services

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

2.2.9. Client Wait Lists

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

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

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

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

2.2.9.3.2. The name of the service being requested.

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

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

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

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

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

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



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

2.2.10. E-Studio Electronic Information System

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



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

2.2.11. Criminal Background Check and BEAS State Registry Checks

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

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

2.2.12. Grievance and Appeals Process

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

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

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

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

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

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

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

2.2.13. Privacy and Security of Client Information

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

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



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

2.2.16. Client Feedback

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

3. Staffing

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

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



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

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

4. Performance Measures

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

5. Reporting Requirements

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



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

6. Contract Monitoring

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

Exhibit B-1 Rate Sheet

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

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

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 36,697 | \$9.58 | \$351,557.26 |
| In Home Care Services (Title III) | 1/2 Hour | 2,274 | \$9.58 | \$21,784.92 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 2,000 | \$12.50 | \$25,000.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 140 | \$24.50 | \$3,430.00 |

| 07/01/2018 through 09/30/2018 | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 9,174 | \$9.58 | \$87,886.92 |
| In Home Care Services (Title III) | 1/2 Hour | 569 | \$9.58 | \$5,451.02 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 500 | \$12.50 | \$6,250.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 35 | \$24.50 | \$857.50 |



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



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

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

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

Contractor Name: ANDROSCOGGIN VALLEY
HOME CARE SERVICES

11/22/16
Date

Bernadette Halper
Name:
Title: Board Chair



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *AUDROSCOGGIN VALLEY
HOME CARE SERVICES*

Bernadette Hallgren
Name:

Title: *Board Chair*

11/22/16
Date



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: ANDROSCOGGIN VALLEY
HOME CARE SERVICES

Bernadette Hall
Name: _____
Title: Board Chair

11/22/16
Date



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

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

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

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

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

Exhibit G

Contractor Initials

BH

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

11/22/16
Date

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

Exhibit G

Contractor Initials BH

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

Date 11/22/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: *ANDROSCOGGIN VALLEY
HOMECARE SERVICES*

11/22/16
Date

Bernadette Mallgren
Name:
Title: *Board Chair*



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

BH

11/22/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) 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
Maureen Ryan
 Signature of Authorized Representative
Maureen Ryan
 Name of Authorized Representative
Director, OHS
 Title of Authorized Representative
11/30/16
 Date

ANDROSCOGGIN VALLEY HOME CARE SERVICES
 Name of the Contractor
Bernadette Hallgren
 Signature of Authorized Representative
Bernadette Hallgren
 Name of Authorized Representative
Chair Board
 Title of Authorized Representative
11/22/16
 Date



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

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

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

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

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

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

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

Contractor Name: *ANDROSCOGGIA VALLEY
HOME CARE SERVICES*

Bernadette Halligan

Name: *Bernadette Halligan*
Title: *Board Chair*

11/22/16
Date



FORM A

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

1. The DUNS number for your entity is: 78-115-0172
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

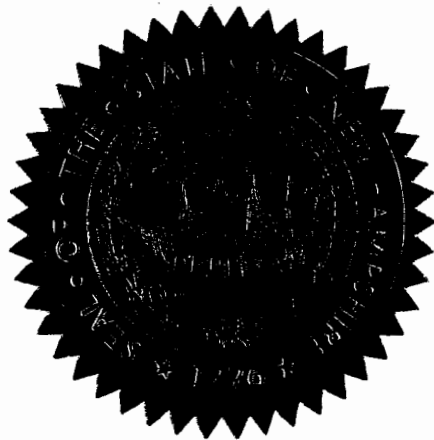
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that ANDROSCOGGIN VALLEY HOME CARE SERVICES is a New Hampshire nonprofit corporation formed June 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 29th day of August A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

1. I, Karen Eichler do hereby certify that:

I am a duly elected Officer of Androscoggin Valley Home Care Services.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on October 17, 2016:

RESOLVED: That the Chairperson of the Board of Directors

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22d day of November, 2016.

4. Bernadette Hallgren is the duly elected Chairperson of the Board of Directors of the Agency.



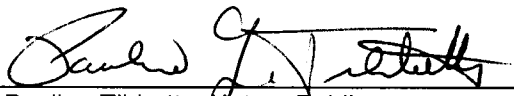
Karen Eichler, Board Secretary/Treasurer

STATE OF New Hampshire

County of Coos

The forgoing instrument was acknowledged before me this 22d day of November, 2016,

By Karen Eichler



Pauline Tibbetts, Notary Public

(NOTARY SEAL)

Commission Expires: 02/22/2017



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/02/2016

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

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

| PRODUCER USI Ins Svcs Wrap Proj Spec 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): | | | | | | | | | | | | | | | | | | | | | |
|--|---|--------|-------------------------------|--|--------|------------|---------------------------------|-------|------------|---------------------------------|-------|------------|--|--|------------|--|--|------------|--|--|------------|--|
| | E-MAIL ADDRESS: <table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insuranc</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Technology Insurance Company, I</td> <td>42376</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table> | | INSURER(S) AFFORDING COVERAGE | | NAIC # | INSURER A: | Philadelphia Indemnity Insuranc | 18058 | INSURER B: | Technology Insurance Company, I | 42376 | INSURER C: | | | INSURER D: | | | INSURER E: | | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | | NAIC # | | | | | | | | | | | | | | | | | | | | |
| INSURER A: | Philadelphia Indemnity Insuranc | 18058 | | | | | | | | | | | | | | | | | | | | |
| INSURER B: | Technology Insurance Company, I | 42376 | | | | | | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | | | | | | |
| INSURED Androscoggin Valley Home Care Services 795 Main Street Berlin, NH 03570 | | | | | | | | | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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


| INSTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|-------|--|-----------|---|-------------------|-------------------------|-------------------------|--|-------------|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | BINDERPHPK1427108 | 12/02/2016 | 12/02/2017 | EACH OCCURRENCE | \$1,000,000 |
| | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | | | | \$100,000 | |
| | | | MED EXP (Any one person) | | | | \$5,000 | |
| | | | PERSONAL & ADV INJURY | | | | \$1,000,000 | |
| | | | GENERAL AGGREGATE | | | | \$3,000,000 | |
| | | | PRODUCTS - COMP/OP AGG | | | | \$3,000,000 | |
| | | | | | | | \$ | |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | | | BODILY INJURY (Per person) | \$ | | | | |
| | | | BODILY INJURY (Per accident) | \$ | | | | |
| | | | PROPERTY DAMAGE (Per accident) | \$ | | | | |
| | | | | \$ | | | | |
| | | | | \$ | | | | |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000 | | | BINDERPHUB523262 | 12/02/2016 | 12/02/2017 | EACH OCCURRENCE | \$1,000,000 |
| | | | AGGREGATE | | | | \$1,000,000 | |
| | | | | | | | \$ | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N | N/A | TWC3563503 | 07/01/2016 | 07/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | \$500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |
| A | D&O & Empl Prac | | | PHSD1146553 | 07/01/2016 | 07/01/2017 | 2,000,000 | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

This certificate covers all operations usual and customary to Home Health Care.

CERTIFICATE HOLDER

CANCELLATION

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



Mission Statement

A. V. Home Care Services

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

ANDROSCOGGIN VALLEY HOME CARE SERVICES

Financial Statements

June 30, 2015 and 2014

and

Independent Auditor's Report

ANDROSCOGGIN VALLEY HOME CARE SERVICES

FINANCIAL STATEMENTS

June 30, 2015 and 2014

TABLE OF CONTENTS

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

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors
Androscoggin Valley Home Care Services

We have audited the accompanying financial statements of the Androscoggin Valley Home Care Services (a non-profit organization) which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Home Care Services as of June 30, 2015 and 2014, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Supplementary Information

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

Vachon Aubrey & Company PC

Manchester, New Hampshire
October 12, 2015

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF FINANCIAL POSITION
June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| ASSETS | | |
| CURRENT ASSETS: | | |
| Cash and cash equivalents | \$ 260,815 | \$ 315,642 |
| Accounts receivable | 79,881 | 94,388 |
| Prepaid expenses | 7,054 | 12,767 |
| TOTAL CURRENT ASSETS | <u>347,750</u> | <u>422,797</u> |
| PROPERTY AND EQUIPMENT-AT COST: | | |
| Land | 15,000 | 15,000 |
| Building and improvements | 228,275 | 228,275 |
| Equipment | 50,955 | 46,423 |
| Furniture and fixtures | 27,424 | 13,924 |
| | <u>321,654</u> | <u>303,622</u> |
| Less accumulated depreciation | <u>188,462</u> | <u>176,785</u> |
| Property and equipment-net | <u>133,192</u> | <u>126,837</u> |
| OTHER ASSETS: | | |
| Investment in North Country Consortium | <u>128</u> | <u>128</u> |
| TOTAL OTHER ASSETS | <u>128</u> | <u>128</u> |
| TOTAL ASSETS | <u>\$ 481,070</u> | <u>\$ 549,762</u> |
| LIABILITIES AND NET ASSETS | | |
| CURRENT LIABILITIES: | | |
| Accounts payable | \$ 3,851 | \$ 20,497 |
| Accrued expenses | <u>19,055</u> | <u>19,877</u> |
| TOTAL CURRENT LIABILITIES | <u>22,906</u> | <u>40,374</u> |
| NET ASSETS: | | |
| Unrestricted: | | |
| Undesignated | 359,532 | 410,756 |
| Designated by the governing board for restricted purposes | <u>98,632</u> | <u>98,632</u> |
| TOTAL NET ASSETS | <u>458,164</u> | <u>509,388</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 481,070</u> | <u>\$ 549,762</u> |

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF ACTIVITIES
For the Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| CHANGES IN UNRESTRICTED NET ASSETS: | | |
| Fees and grants from governmental agencies | \$ 484,623 | \$ 684,282 |
| Charges for services | 248,140 | 396,872 |
| Contributions | 77,655 | 77,927 |
| Other | 20,985 | 47,474 |
| Town of Gorham contribution | 14,508 | 15,495 |
| City of Berlin contribution | 8,774 | 8,774 |
| United Way | 4,948 | 8,012 |
| Rental income | - | 2,175 |
| TOTAL UNRESTRICTED REVENUES AND GAINS | <u>859,633</u> | <u>1,241,011</u> |
| EXPENSES: | | |
| Programs: | | |
| Homemaker | 272,574 | 187,845 |
| In-Home | - | 277,995 |
| Health Aide | 272,278 | 408,757 |
| Home Community Based Care | <u>58,931</u> | <u>62,751</u> |
| Total program expenses | 603,783 | 937,348 |
| Management and general | <u>307,074</u> | <u>346,336</u> |
| TOTAL EXPENSES | <u>910,857</u> | <u>1,283,684</u> |
| (DECREASE) IN UNRESTRICTED NET ASSETS | (51,224) | (42,673) |
| NET ASSETS, July 1 | <u>509,388</u> | <u>552,061</u> |
| NET ASSETS, June 30 | <u>\$ 458,164</u> | <u>\$ 509,388</u> |

See notes to financial statements

ANDROSCOGGIN VALLEY HOME CARE SERVICES
STATEMENTS OF CASH FLOWS
For the Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|--------------------|--------------------|
| Cash Flows From Operating Activities: | | |
| Cash received from clients and third-party reimbursements | \$ 716,900 | \$ 1,083,409 |
| Cash received from contributors | 107,906 | 84,926 |
| Cash received from United Way | 4,948 | 8,012 |
| Cash received from local governments | 23,401 | 23,948 |
| Investment income | 976 | 1,386 |
| Rental income | - | 1,450 |
| Other receipts | 3,236 | 37,845 |
| Cash paid to employees | (691,812) | (778,540) |
| Cash paid to suppliers | (202,350) | (485,315) |
| Net Cash (Used) by Operating Activities | <u>(36,795)</u> | <u>(22,879)</u> |
| Cash Flows From Investing Activities: | | |
| Purchase of equipment | <u>(18,032)</u> | <u>(10,119)</u> |
| Net Cash (Used) by Investing Activities | <u>(18,032)</u> | <u>(10,119)</u> |
| Net (Decrease) in Cash | (54,827) | (32,998) |
| Cash at beginning of year | <u>315,642</u> | <u>348,640</u> |
| Cash at end of year | <u>\$ 260,815</u> | <u>\$ 315,642</u> |
| Reconciliation of (Decrease) in Unrestricted Net Assets to Net Cash (Used) by Operating Activities: | | |
| (Decrease) in Unrestricted Net Assets | \$ (51,224) | \$ (42,673) |
| Adjustments to Reconcile (Decreases) in Unrestricted Net Assets to Net Cash (Used) by Operating Activities: | | |
| Depreciation | 11,677 | 11,724 |
| Bad debts | - | 3,735 |
| Decrease in accounts receivable | 14,507 | 5,198 |
| (Increase) Decrease in prepaid expenses | 5,713 | (3,785) |
| Increase (decrease) in accounts payable | (16,646) | 4,306 |
| Increase (Decrease) in accrued expenses | (822) | 2,584 |
| (Decrease) in security deposit | - | (650) |
| (Decrease) in prepaid rent | - | (725) |
| (Decrease) in deferred revenues | - | (2,593) |
| Net Cash (Used) by Operating Activities | <u>\$ (36,795)</u> | <u>\$ (22,879)</u> |

See notes to financial statements

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS
For the Years Ended June 30, 2015 and 2014**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization and Purpose

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

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

Basis of Presentation

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

Pervasiveness of Estimates

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

Basis of Accounting

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

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

Contributions

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

Accrued Vacation

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

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

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

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

Bad Debts

The Organization uses the direct write off method for accounting for bad debts. Bad debt expenses for the years ended June 30, 2015 and 2014 are \$0 and \$3,735, respectively.

Income Taxes

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

On July 13, 2006, the FASB issued *Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Codification (ASC) 740*, which changes the way that the Organization will be required to treat its uncertain tax positions for financial accounting purposes. It prescribes rules regarding how the Organization should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization is subject to unrelated business income taxes (UBI) on its rental income, net of related expenses. The Organization did not have any unrecognized tax benefits for the years ended June 30, 2015, 2014 and 2013, and determined that impact of this interpretation was not material to the Organization's financial statements. During 2015, no new additional unrecognized tax benefits were identified. Forms 990 for the years ended June 30, 2015, 2014, and 2013 are open for possible examination.

Cash and Cash Equivalents

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

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014**

NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

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

Concentrations of Credit Risk

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

Fair Value of Financial Instruments

Cash, trade receivable, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The carrying amount of long-term debt approximates fair value since the interest rate on this debt facility approximates market rates. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

NOTE 2—ECONOMIC DEPENDENCE

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicare reimbursements of \$484,623 and \$684,282, respectively, for the years ended June 30, 2015 and 2014. The Organization passed through \$164,014 for the year ended June 30, 2014 to another agency as a sub-grantee. The sub-grantee agreement ended June 30, 2014. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as allocations from United Way, charges for services for home community based care programs and private charges for services, contributions and other income.

NOTE 3—ACCRUED EXPENSES

Accrued expenses consist of the following at June 30:

| | <u>2015</u> | <u>2014</u> |
|------------------|------------------|------------------|
| Accrued payroll | \$ 6,001 | \$ 4,054 |
| Accrued vacation | 13,054 | 15,823 |
| | <u>\$ 19,055</u> | <u>\$ 19,877</u> |

**ANDROSCOGGIN VALLEY HOME CARE SERVICES
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
For the Years Ended June 30, 2015 and 2014**

NOTE 4—DESIGNATED NET ASSETS

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

| | <u>2015</u> | <u>2014</u> |
|--|------------------|------------------|
| Designated for capital expenditures and facilities management | <u>\$ 98,632</u> | <u>\$ 98,632</u> |

NOTE 5—RETIREMENT PLAN

The Organization adopted a defined contribution retirement program (SEP Plan). The organization contributes up to 2% of employee wages, for employees with at least three years of service, to the plan. Pension plan expenses for 2015 and 2014 were \$6,601 and \$8,049, respectively.

NOTE 6—ADULT IN HOME PROGRAM

The Adult in Home Program as noted on the schedule of functional expenses for the year ended June 30, 2014 was been consolidated into the Homemaker Program as of July 1, 2014.

NOTE 7—IN-KIND SERVICES

The Organization received \$16,773 and \$8,000 for in-kind services for professional services for the years ended June 30, 2015 and 2014 respectively.

NOTE 8—SUBSEQUENT EVENTS

Subsequent events have been evaluated through October 12, 2015, which is the date the financial statements were available to be issued.

ANDROSCOGGIN VALLEY HOME CARE SERVICES
SCHEDULE OF FUNCTIONAL EXPENSES
For the Years Ended June 30, 2015 and 2014

For the Year Ended June 30, 2015

| | Program Services | | | | Supporting | Total |
|------------------------------|-------------------|--------------------|---------------------------------|-------------------------------|-------------------|-------------------|
| | <u>Homemaker</u> | <u>Health Aide</u> | <u>Home Based Care Programs</u> | <u>Total Program Services</u> | Management | |
| | | | | | and | |
| Salaries and wages | \$ 231,924 | \$ 206,524 | \$ 48,916 | \$ 487,364 | \$ 203,411 | \$ 690,775 |
| Unemployment direct payments | | 687 | 1,315 | 2,002 | | 2,002 |
| Payroll taxes | 17,612 | 16,823 | 3,755 | 38,190 | 16,099 | 54,289 |
| Insurance | 9,622 | 9,987 | 1,986 | 21,595 | | 21,595 |
| Dues and memberships | | | | - | 3,582 | 3,582 |
| Marketing | | | | - | 5,118 | 5,118 |
| Employee benefits | 1,647 | 6,680 | 338 | 8,665 | 8,671 | 17,336 |
| Miscellaneous | | 15,024 | | 15,024 | 3,699 | 18,723 |
| Office | | | | - | 13,319 | 13,319 |
| Occupancy | | 224 | | 224 | 14,670 | 14,894 |
| Professional fees | | | | - | 18,024 | 18,024 |
| Supplies | 990 | 1,097 | 221 | 2,308 | 226 | 2,534 |
| Telephone | 952 | 1,167 | 240 | 2,359 | 1,598 | 3,957 |
| Training | 1,036 | | | 1,036 | 1,316 | 2,352 |
| Travel | 6,970 | 13,026 | 1,770 | 21,766 | | 21,766 |
| Employer required expenses | | | | - | 125 | 125 |
| Postage | | | | - | 3,422 | 3,422 |
| State unemployment taxes | 1,821 | 1,039 | 390 | 3,250 | 2,091 | 5,341 |
| Unrelated business taxes | | | | - | 26 | 26 |
| Depreciation | | | | - | 11,677 | 11,677 |
| | <u>\$ 272,574</u> | <u>\$ 272,278</u> | <u>\$ 58,931</u> | <u>\$ 603,783</u> | <u>\$ 307,074</u> | <u>\$ 910,857</u> |

For the Year Ended June 30, 2014

| | Program Services | | | | | Supporting | Total |
|----------------------------|-------------------|-------------------|--------------------|---------------------------------|-------------------------------|-------------------|---------------------|
| | <u>Homemaker</u> | <u>In-Home</u> | <u>Health Aide</u> | <u>Home Based Care Programs</u> | <u>Total Program Services</u> | Management | |
| | | | | | | and | |
| Salaries and wages | \$ 105,316 | \$ 156,469 | \$ 281,819 | \$ 49,055 | \$ 592,659 | \$ 185,597 | \$ 778,256 |
| Sub-grantee payments | 56,442 | 75,436 | 32,136 | | 164,014 | | 164,014 |
| Payroll taxes | 7,809 | 12,028 | 21,820 | 3,771 | 45,428 | 15,083 | 60,511 |
| Insurance | 5,485 | 13,914 | 13,192 | 4,222 | 36,813 | | 36,813 |
| Dues and memberships | | | | | - | 5,530 | 5,530 |
| Marketing | | | | | - | 3,238 | 3,238 |
| Employee benefits | 4,587 | 13,825 | 22,449 | 2,605 | 43,466 | 12,109 | 55,575 |
| Miscellaneous | | | 16,213 | | 16,213 | 4,377 | 20,590 |
| Office | | | | | - | 16,351 | 16,351 |
| Occupancy | | | 214 | | 214 | 28,398 | 28,612 |
| Professional fees | | | | | - | 55,532 | 55,532 |
| Supplies | 420 | 1,140 | 977 | 236 | 2,773 | 283 | 3,056 |
| Telephone | 322 | 870 | 820 | 229 | 2,241 | 2,133 | 4,374 |
| Training | 284 | | | | 284 | 1,267 | 1,551 |
| Travel | 4,953 | 4,313 | 17,735 | 2,633 | 29,634 | | 29,634 |
| Employer required expenses | | | | | - | 260 | 260 |
| Postage | | | | | - | 3,592 | 3,592 |
| Bad debts | 2,227 | | 1,382 | | 3,609 | 126 | 3,735 |
| Unrelated business taxes | | | | | - | 736 | 736 |
| Depreciation | | | | | - | 11,724 | 11,724 |
| | <u>\$ 187,845</u> | <u>\$ 277,995</u> | <u>\$ 408,757</u> | <u>\$ 62,751</u> | <u>\$ 937,348</u> | <u>\$ 346,336</u> | <u>\$ 1,283,684</u> |

Androscoggin Valley Home Care
795 Main Street, Berlin NH 03570

BOARD OF DIRECTORS

Bernadette Hallgren, RN, Chairperson

Claudette Moynihan

Laurie Bryant, RN

Paul Schoenbeck, DDS
Owner, North Country Dental

Margaret McLellan
Retired Executive Director

Karen Eichler, RN, Secretary/Treasurer

RESUME

Pauline Y. Tibbetts

EDUCATION

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

CONTINUING EDUCATION

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

WORK EXPERIENCE

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

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

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

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

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

WORK EXPERIENCE (continued)

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

WORK SKILLS

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

OTHER

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

Lise Grondin-Danault

| | | |
|-------------------------------------|-----------------|--|
| Education | 1993-2004 | College for Lifelong Learning, Berlin, NH BS in Business Management <ul style="list-style-type: none">• Leadership and Strategic Planning. Summa Cum Laude• Minor in Marketing for Non-Profits |
| | 1/2009-10-2009 | Coos County Entrepreneurial Program 2 CCEP 2 CERTIFICATE <ul style="list-style-type: none">• Designed business plan to own and operate small business. Received Stipend towards education to become a Professional Licensed Reflexologist. |
| | 4/2010-6/2010 | New England Body Therapy Institute, Londonderry, NH Certification in Professional Reflexology Program |
| | 7/2010-12-2010 | American Reflexology Certification Board <ul style="list-style-type: none">• Completed coursework to test for NH Licensed Reflexologist<ul style="list-style-type: none">○ Became NH Licensed Reflexology Therapist |
| | 4/2011- 9/2013 | Dr. Manzanares Method of Reflexology MMR™ <ul style="list-style-type: none">• Proficiency Certification in MMR™<ul style="list-style-type: none">○ Became 6th of 8 Proficiency Certified MMR in the US |
| | 5/2012-on-going | Dr. Manzanares Method of Reflexology MMR™ <ul style="list-style-type: none">• Working towards 300 hr. Mastery Level Certification |
| Work Experience | 1982-1989 | Coos County Family Health Services, Berlin, NH WIC Voucher Clerk <ul style="list-style-type: none">• Intakes, WIC Clinics, Issued vouchers, office duties |
| | 1989-present | Finance Clerk, Payroll Clerk, Marketing Coordinator, Administrative Assistant <ul style="list-style-type: none">• Co-Founder of Dorothy's Gift Fund• Web design• Fundraising• A/R, A/P |
| Professional Memberships | | WREN (Women's Rural Entrepreneurial Network) Microcredit NH Entrepreneurial Organization Valley Ventures MicrocreditNH Business Group American Reflexology Certification Board Associated Bodywork/Massage Professionals |
| Community Service/Activities | | Phi Theta Kappa Society, 1997 Northern Human Services, Board Member 2004-2014 Chair of Program Committee, Northern Human Services Board, 2006-2014 Instrumental in organizing annual Northern NH Tradeshow, 2006-2009, Berlin NH, to promote entrepreneurialism in the North Country. |



Samantha Bombard

Education

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

Licensed Nursing Assistant

First Aid Certified

CPR Certified

Hospice Trained and Certified

Professional

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

Experience

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

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

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

Medical Assistant

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

documenting patient's information, answering phones, and taking messages.

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

Hostess/Cashier

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

References

Pauline Tibbetts,

Stephanie Price,

Kim Hamilton.

Elizabeth Longenecker

KEY ADMINISTRATIVE PERSONNEL

**NH Department of Health and Human Services
Bureau of Elderly & Adult Services**

Agency Name: ANDROSCOGGIN VALEY HOME CARE SERVICES

Name of Program/Service: In Home Care, In Home Health Aide Level of Care, In Home Nursing Level of Care

| BUDGET PERIOD: 01/01/16 to 09/30/18 | | | |
|--|--|--|---|
| Name & Title Key Administrative Personnel | Annual Salary of Key Administrative Personnel | Percentage of Salary Paid by Contract | Total Salary Amount Paid by Contract |
| Pauline Tibbetts, Interim Executive Director | \$55,120 | 7.00% | \$3,858.40 |
| Samantha Bombard, Client Services Co-Ordinator | \$30,128 | 25.00% | \$7,532.00 |
| Lise Grondin-Danualt, Finance Director | \$30,002 | 6.50% | \$1,950.13 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| | \$0 | 0.00% | \$0.00 |
| TOTAL SALARIES (Annual) | | | \$13,340.53 |

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.

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

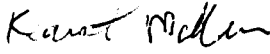

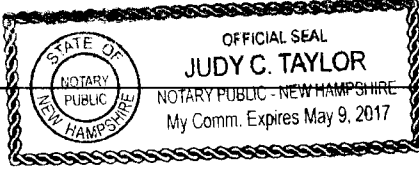
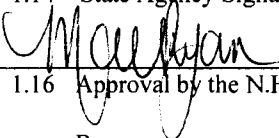
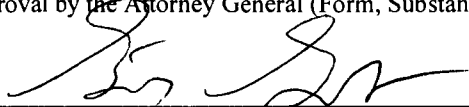
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

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

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

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



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

2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

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



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



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



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

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

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

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

2.2.2. Client Request and Application for Services

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

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

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

2.2.3. Client Eligibility Requirements for Services

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

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

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



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

2.2.4. Client Assessments and Service Plans

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

2.2.5. Person Centered Provision of Services

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



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

2.2.6. Client Fees and Donations

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



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



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

2.2.8. Referring Clients to Other Services

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

2.2.9. Client Wait Lists

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

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

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

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

2.2.9.3.2. The name of the service being requested.

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

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

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

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

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

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



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

2.2.10. E-Studio Electronic Information System

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



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

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.
 - 2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.
 - 2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

- 2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

2.2.16. Client Feedback

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

3. Staffing

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

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



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

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

4. Performance Measures

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

5. Reporting Requirements

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



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

6. Contract Monitoring

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

Exhibit B-1 Rate Sheet

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

| 11/1/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 75,836 | \$9.58 | \$726,508.88 |
| In Home Care Services (Title III) | 1/2 Hour | 3,412 | \$9.58 | \$32,686.96 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 7/1/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 151,671 | \$9.58 | \$1,453,008.18 |
| In Home Care Services (Title III) | 1/2 Hour | 6,824 | \$9.58 | \$65,373.92 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 7/1/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 37,918 | \$9.58 | \$363,254.44 |
| In Home Care Services (Title III) | 1/2 Hour | 1,706 | \$9.58 | \$16,343.48 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

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

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

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name:

11/17/16
Date

Kenneth J. Mullen
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/17/10
Date

Kenneth J. Mace
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/17/16
Date

Kearst Miller
Name:
Title:



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

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

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

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

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

Exhibit G

Contractor Initials KJm

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name:

11/17/14
Date

Kearst McVane
Name:
Title:

Exhibit G

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

Contractor Initials km

Date 11/17/14



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/17/16
Date

Kenneth J. Mace
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

[Handwritten Signature]

11/17/14



Exhibit I

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

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

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



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

| | |
|--|---|
| <p>_____ The State</p> <p><i>Maureen Ryan</i> _____ Signature of Authorized Representative</p> <p><i>Maureen Ryan</i> _____ Name of Authorized Representative</p> <p><i>Director, OHS</i> _____ Title of Authorized Representative</p> <p><i>11/30/16</i> _____ Date</p> | <p><i>Area HomeCare & Family Services, Inc.</i> _____ Name of the Contractor</p> <p><i>Kennel J. men</i> _____ Signature of Authorized Representative</p> <p><i>Kerstin McLamara</i> _____ Name of Authorized Representative</p> <p><i>Chair BOB</i> _____ Title of Authorized Representative</p> <p><i>11/17/16</i> _____ Date</p> |
|--|---|



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

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

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

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

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

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

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

Contractor Name:

11/17/16
Date

Kent Jones Chair BCD
Name:
Title:



FORM A

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

1. The DUNS number for your entity is: 60-203-0181
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

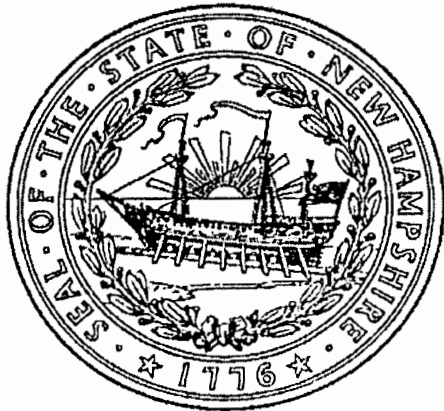
State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 61207

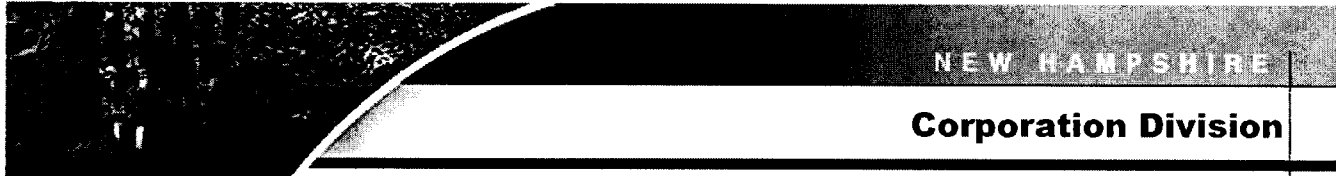


IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 18th day of November A.D. 2016.

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

William M. Gardner
Secretary of State



- Search
- By Business Name
- By Business ID
- By Registered Agent
- Annual Report
- File Online
- Guidelines
- Name Availability
- Name Appeal Process

Date: 11/30/2016 **Filed Documents**
 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|--|------------|
| AREA HOMECARE FAMILY SERVICES, INC. | Legal |
| AREA HOMEMAKER HOME HEALTH AIDE SERVICE, INC. | Prev Legal |
| AREA HOMEMAKER/HOME HEALTH AIDE SERVICE | Prev Legal |
| PORTSMOUTH AREA HOMEMAKER/HOME HEALTH AIDE SERVICE | Prev Legal |

Non-Profit Corporation - Domestic - Information

Business ID: 61207
Status: Good Standing
Entity Creation Date: 1/27/1972
Principal Office Address: 1320 Woodbury Avenue
 Portsmouth NH 03801
Principal Mailing Address: 1320 WOODBURY AVE.
 PORTSMOUTH NH 03801
Expiration Date: Perpetual
Last Annual Report Filed Date: 3/23/2016 4:30:00 PM
Last Annual Report Filed: 2015

Registered Agent

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

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

CERTIFICATE OF VOTE

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

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

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 11/16/2016:
(Date)

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

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17th day of November, 2016
(Date Contract Signed)

4. Kearstin Mc Namara is the duly elected Chair of Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Rockingham

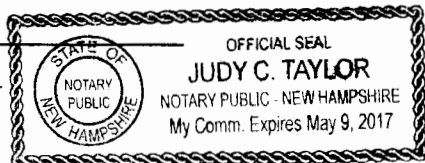
The forgoing instrument was acknowledged before me this 17th day of November, 2016.

By Karen Kinnaly
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public Justice of the Peace)

(NOTARY SEAL)

Commission Expires:





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/25/2016

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

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

| | | | |
|--|--|---|--|
| PRODUCER Masiello Insurance Agency / SAN Group, Inc. 234 Lafayette Road Hampton NH 03842 | | CONTACT NAME: Jamie DeStefano PHONE (A/C No, Ext): (603) 601-1281 FAX (A/C No): (603) 215-2857 E-MAIL ADDRESS: jamied@sangroup.com | |
| INSURED Area HomeCare & Family Services, Inc. The Ballard Building 1320 Woodbury Avenue Portsmouth NH 03801 | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: Hanover Insurance Company | |
| | | INSURER B: Wesco Insurance | |
| | | INSURER C: | |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: CL1682511751 REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSD WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | ZHV926516405 | 8/9/2016 | 8/9/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS | | ABV926528105 | 8/9/2016 | 8/9/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0 | | UHV926567605 | 8/9/2016 | 8/9/2017 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N N N/A | WVC3198390 | 5/1/2016 | 5/1/2017 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| A | Professional Liability Occurrence Form | | ZHV926516405 | 8/9/2016 | 8/9/2017 | Each Occurrence \$1,000,000 Aggregate \$3,000,000 |

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

Evidence of Coverage

CERTIFICATE HOLDER

State of New Hampshire DHHS
Bureau of Elderly & Adult Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jamie DeStefano/JAMIE

Jamie B. DeStefano

© 1988-2014 ACORD CORPORATION. All rights reserved.

Area HomeCare & Family Services, Inc.

Mission Statement
Bylaws - Article III
Section 3.1 Powers and Purposes

The purpose of the corporation shall be to;

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

AREA HOMECARE & FAMILY SERVICES, INC.

FINANCIAL STATEMENTS AND SUPPLEMENTARY INFORMATION

Year Ended June 30, 2015
with Summarized Financial Information
for the Year Ended June 30, 2014

TABLE OF CONTENTS

| | <u>Page Number</u> |
|--|--------------------|
| INDEPENDENT AUDITOR'S REPORT | 1 |
| FINANCIAL STATEMENTS | |
| Statement of Financial Position. | 2 |
| Statement of Activities. | 3 |
| Statements of Cash Flows. | 4 |
| Statement of Functional Expenses. | 5 |
| Notes to Financial Statements | 6 |
| SUPPLEMENTARY INFORMATION | |
| Schedules of Expenditures of Federal Awards . . | 13 |
| REPORT ON COMPLIANCE AND ON INTERNAL CONTROL | 14 |
| REPORT ON COMPLIANCE APPLICABLE TO MAJOR PROGRAM . . | 15 |
| SCHEDULE OF FINDINGS AND QUESTIONED COSTS. | 17 |

Sanders & Karcher
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

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

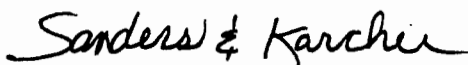
We have audited the accompanying statement of financial position of Area HomeCare & Family Services, Inc. (a nonprofit organization) as of June 30, 2015 and the related statements of activities, functional expenses and cash flows for the year then ended. These financial statements are the responsibility of the Organization's management. Our responsibility is to express an opinion on these financial statements based upon our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Area HomeCare & Family Services Inc. as of June 30, 2015, and the changes in its net assets and its cash flows for the year then ended in conformity with accounting principles generally accepted in the United States of America.

In accordance with *Government Auditing Standards* we have also issued our report dated October 16, 2015 on our consideration of Area HomeCare & Family Services, Inc.'s internal control over financial reporting and our tests of its compliance with certain provisions of laws, regulations, contracts, grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing and not to provide an opinion on the internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* and should be considered in assessing the results of our audit.

Our audit was performed for the purpose of forming an opinion on the basic financial statements of Area HomeCare & Family Services, Inc. taken as a whole. The accompanying supplementary information and schedule of expenditures of federal awards is presented for purposes of additional analysis as required by U.S. Office of Management and Budget Circular A-133, *Audit of States, Local Governments and Non-Profit Organizations* and is not a required part of the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, is fairly stated, in all material respects, in relation to the basic financial statements taken as a whole.



Sanders & Karcher
Portsmouth, New Hampshire
October 16, 2015

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

| | 2015 | | 2014 | |
|--|---------------------|------------------------|---------------------|---------------------|
| | Unrestricted | Temporarily Restricted | Total | Total |
| <u>ASSETS</u> | | | | |
| <u>CURRENT ASSETS</u> | | | | |
| Cash and cash equivalents | \$ 169,272 | \$ - | \$ 169,272 | \$ 65,527 |
| Accounts receivable, net of allowance of \$1,000 for both years | 231,251 | - | 231,251 | 176,238 |
| Unconditional promises to give | - | 28,595 | 28,595 | 36,374 |
| Investments at fair value | 527,250 | - | 527,250 | 528,667 |
| Prepaid expenses | 1,005 | - | 1,005 | 1,005 |
| Total current assets | <u>928,778</u> | <u>28,595</u> | <u>957,373</u> | <u>807,811</u> |
| PROPERTY & EQUIPMENT, net of accumulated depreciation of \$223,269 & \$211,543, respectively | 266,345 | - | 266,345 | 277,020 |
| TOTAL ASSETS | <u>\$ 1,195,123</u> | <u>\$ 28,595</u> | <u>\$ 1,223,718</u> | <u>\$ 1,084,831</u> |
| <u>LIABILITIES AND NET ASSETS</u> | | | | |
| <u>CURRENT LIABILITIES</u> | | | | |
| Accounts payable | \$ 6,976 | \$ - | \$ 6,976 | \$ 6,866 |
| Accrued expenses | 90,887 | - | 90,887 | 81,340 |
| Line of credit | - | - | - | 45,760 |
| Total current liabilities | <u>97,863</u> | <u>-</u> | <u>97,863</u> | <u>133,966</u> |
| <u>LONG-TERM LIABILITIES</u> | | | | |
| Long-term debt | - | - | - | - |
| Total liabilities | <u>97,863</u> | <u>-</u> | <u>97,863</u> | <u>133,966</u> |
| <u>NET ASSETS</u> | | | | |
| Board designated | 425,000 | - | 425,000 | 425,000 |
| Unrestricted | 672,260 | - | 672,260 | 489,491 |
| Temporarily restricted | - | 28,595 | 28,595 | 36,374 |
| Total net assets | <u>1,097,260</u> | <u>28,595</u> | <u>1,125,855</u> | <u>950,865</u> |
| TOTAL LIABILITIES AND NET ASSETS | <u>\$ 1,195,123</u> | <u>\$ 28,595</u> | <u>\$ 1,223,718</u> | <u>\$ 1,084,831</u> |

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

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

| | 2015 | | 2014 | |
|--|---------------------|------------------------|---------------------|-------------------|
| | Unrestricted | Temporarily Restricted | Unrestricted | Total |
| PUBLIC SUPPORT AND REVENUES | | | | |
| PUBLIC SUPPORT | | | | |
| Government contracts and grants | \$ 79,909 | \$ 1,596,686 | \$ 1,676,595 | \$ 1,389,635 |
| Local municipalities | - | 57,144 | 57,144 | 65,344 |
| Contributions | - | 4,833 | 4,833 | 7,708 |
| Total public support | <u>79,909</u> | <u>1,658,663</u> | <u>1,738,572</u> | <u>1,462,687</u> |
| REVENUES | | | | |
| Private services | 18,937 | - | 18,937 | 28,128 |
| Investment return | 8,583 | - | 8,583 | 67,240 |
| Total revenues | <u>27,520</u> | <u>-</u> | <u>27,520</u> | <u>95,368</u> |
| Public support and revenues | <u>107,429</u> | <u>1,658,663</u> | <u>1,766,092</u> | <u>1,558,055</u> |
| NET ASSETS RELEASED FROM RESTRICTIONS | | | | |
| Satisfaction of usage restrictions | 1,630,068 | (1,630,068) | - | - |
| Satisfaction of time restrictions | 36,374 | (36,374) | - | - |
| Total public support, revenues and restrictions released | <u>1,773,871</u> | <u>(7,779)</u> | <u>1,766,092</u> | <u>1,558,055</u> |
| EXPENSES | | | | |
| Program services | 1,438,375 | - | 1,438,375 | 1,321,104 |
| Management and general | 152,727 | - | 152,727 | 174,585 |
| Total expenses | <u>1,591,102</u> | <u>(7,779)</u> | <u>1,591,102</u> | <u>1,495,689</u> |
| CHANGE IN NET ASSETS | 182,769 | (7,779) | 174,990 | 62,366 |
| NET ASSETS, Beginning of year | <u>914,491</u> | <u>36,374</u> | <u>950,865</u> | <u>888,499</u> |
| NET ASSETS, End of year | <u>\$ 1,097,260</u> | <u>\$ 28,595</u> | <u>\$ 1,125,855</u> | <u>\$ 950,865</u> |

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

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

| | 2015 | 2014 |
|--|--------------|--------------|
| CASH FLOWS FROM OPERATING ACTIVITIES | | |
| Cash received from public support | \$ 1,691,338 | \$ 1,458,239 |
| Cash received from private services | 18,937 | 28,128 |
| Cash received from investments | 26,001 | 19,217 |
| Cash paid for expenses | (1,569,686) | (1,478,010) |
| Cash paid for interest | (1,084) | (3,890) |
| Net cash provided by operating activities | 165,506 | 23,684 |
| CASH FLOWS FROM INVESTING ACTIVITIES | | |
| Cash (paid) received from investments | (16,001) | 30,782 |
| Cash received from property and equipment | - | 6,500 |
| Net cash (used) provided by investing activities | (16,001) | 37,282 |
| CASH FLOWS FROM FINANCING ACTIVITIES | | |
| Cash paid for reduction of debt | (45,760) | (40,475) |
| Net cash used by financing activities | (45,760) | (40,475) |
| NET INCREASE IN CASH | 103,745 | 20,491 |
| CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR | 65,527 | 45,036 |
| CASH AND CASH EQUIVALENTS, END OF YEAR | \$ 169,272 | \$ 65,527 |
| ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES | | |
| Increase in net assets | \$ 174,990 | \$ 62,366 |
| Adjustments to reconcile changes in net assets to net cash provided by operating activities | | |
| Depreciation | 10,675 | 11,726 |
| Gain on sale of property | - | 6,374 |
| Unrealized loss (gain) on investments | 17,418 | (54,397) |
| (Increase) decrease in: | | |
| Accounts receivable | (55,013) | 2,051 |
| Unconditional promises to give | 7,779 | (6,499) |
| Prepaid expenses | - | - |
| Increase (decrease) in: | | |
| Accounts payable | 110 | 5,514 |
| Accrued expenses | 9,547 | (3,451) |
| Total adjustments | (9,484) | (38,682) |
| NET CASH PROVIDED BY OPERATING ACTIVITIES | \$ 165,506 | \$ 23,684 |

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

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

| | 2015 | | 2014 |
|-------------------------|-----------------------------------|------------------------------|---------------------|
| | In-Home Care and Homemakers | Management and General | Total |
| Salaries and wages | \$ 1,069,384 | \$ 99,865 | \$ 1,169,249 |
| Payroll taxes | 84,982 | 7,659 | 92,641 |
| Employee benefits | 67,117 | 14,657 | 81,774 |
| Travel | 37,492 | 1,308 | 38,800 |
| Payroll service fees | 11,651 | 567 | 12,218 |
| Insurance | 82,784 | 7,452 | 90,236 |
| Maintenance | 8,249 | 2,062 | 10,311 |
| Bank service charges | 20 | - | 20 |
| Conference and meetings | 4,285 | 792 | 5,077 |
| Dues and subscriptions | 448 | 112 | 560 |
| Licenses | 284 | 71 | 355 |
| Interest expense | 675 | 409 | 1,084 |
| Community assistance | 1,070 | 3,795 | 4,865 |
| Miscellaneous | 2,657 | 137 | 2,794 |
| Office | 14,156 | 3,249 | 17,405 |
| Professional fees | 14,870 | 3,718 | 18,588 |
| Telephone | 5,569 | 1,376 | 6,945 |
| Uniforms | 1,011 | - | 1,011 |
| Utilities | 5,168 | 1,292 | 6,460 |
| Advertising | 138 | 15 | 153 |
| Printing | 1,367 | 383 | 1,750 |
| Supplies | 1,347 | 336 | 1,683 |
| Postage | 6,529 | 1,337 | 7,866 |
| Depreciation | 8,540 | 2,135 | 10,675 |
| Bad debt | 8,582 | - | 8,582 |
| TOTAL EXPENSES | \$ 1,438,375 | \$ 152,727 | \$ 1,591,102 |
| | | | \$ 1,495,689 |

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

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS
Year ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

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

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

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

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

Basis of Accounting

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

Financial Statement Presentation

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

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2015 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2015, investments have a market value of \$527,250, cost basis of \$489,305 and unrealized losses of \$17,418.

Cash and Cash Equivalents

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

Allowance for Doubtful Accounts

An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. The allowance for doubtful accounts was \$1,000 for years ended June 30, 2015 and 2014, respectively.

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional pledges is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2015 and 2014 management considers all pledges to be collectable.

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

| | <u>2015</u> | <u>2014</u> |
|---------------|------------------|------------------|
| Town warrants | \$ <u>28,595</u> | \$ <u>36,374</u> |

All amounts are due in less than one year.

Property and Equipment

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

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

Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized. Depreciation expense was \$10,675 and \$11,726 for the years ended June 30, 2015 and 2014, respectively.

Accrued Earned Time

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

Contributions

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

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
Year Ended June 30, 2015

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

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

Subsequent Events

Subsequent events have been evaluated through October 16, 2015, the date the financial statements were available to be issued.

NOTE B - ACCOUNTS RECEIVABLE

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

| <u>2015</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Total, net</u> |
|----------------------|-------------------|------------------|-------------------|
| Medicaid - HC/BC | \$ 4,029 | \$ - | \$ 4,029 |
| Medicaid - Title XIX | 15,296 | - | 15,296 |
| Clients | 6,079 | 1,000 | 5,079 |
| Grants and contracts | 204,792 | - | 204,792 |
| Employees | 2,055 | - | 2,055 |
| TOTALS | \$ <u>232,251</u> | \$ <u>1,000</u> | \$ <u>231,251</u> |
| | | | |
| <u>2014</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Total, net</u> |
| Medicaid - HC/BC | \$ 3,468 | \$ - | \$ 3,468 |
| Medicaid - Title XIX | 9,031 | - | 9,031 |
| Clients | 6,630 | 1,000 | 5,630 |
| Grants and contracts | 156,222 | - | 156,222 |
| Employees | 1,887 | - | 1,887 |
| TOTALS | \$ <u>177,238</u> | \$ <u>1,000</u> | \$ <u>176,238</u> |

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
Year Ended June 30, 2015

NOTE C - INVESTMENTS AT FAIR VALUE

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

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

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

Investments at fair value consist of the following as of June 30, 2015:

| | Cost | Fair Value | Unrealized Gain |
|--------------------|-------------------|-------------------|--------------------|
| Money Market Funds | \$ 3,142 | \$ 3,142 | \$ - |
| Mutual Funds | 466,440 | 499,333 | 32,893 |
| Corporate Bonds | <u>19,723</u> | <u>24,775</u> | <u>5,052</u> |
| TOTALS | \$ <u>489,305</u> | \$ <u>527,250</u> | \$ <u>37,945</u> |

Investments at fair value consist of the following as of June 30, 2014:

| | Cost | Fair Value | Unrealized Gain |
|--------------------|-------------------|-------------------|--------------------|
| Money Market Funds | \$ 11,846 | \$ 11,846 | \$ - |
| Mutual Funds | 441,735 | 490,929 | 49,194 |
| Corporate Bonds | <u>19,723</u> | <u>25,892</u> | <u>6,169</u> |
| TOTALS | \$ <u>473,304</u> | \$ <u>528,667</u> | \$ <u>55,363</u> |

NOTE D - LINE OF CREDIT

Area HomeCare and Family Services, Inc. has a \$200,000 revolving line of credit established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1% and is secured by all business assets and real property. As of June 30, 2015 the interest rate was 4.25% and the outstanding balance was \$0. The line of credit is due in full upon lender's demand.

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
Year Ended June 30, 2015

NOTE D - LINE OF CREDIT (continued)

Area HomeCare and Family Services, Inc. also has a line of credit, borrowed against securities held at Edward Jones. The approved credit amount as of June 30, 2015 was \$266,143, based on the value of the investments which could change daily. Should the value of this collateral significantly decline, the Organization may be required to deposit cash or additional securities or sell securities in the account. The interest rate will vary depending on the borrowed amount. As of June 30, 2015 the interest rate was 5.75% and the outstanding balance was \$0.

NOTE E - ACCRUED EXPENSES

Accrued expenses consist of the following at June 30,

| | 2015 | 2014 |
|-----------------------|----------------------|----------------------|
| Accrued earned time | \$ 44,079 | \$ 42,328 |
| Accrued salaries | 42,011 | 34,752 |
| Accrued payroll taxes | 3,203 | 2,658 |
| Accrued travel | 871 | 846 |
| Accrued postage | 88 | 53 |
| Other withholdings | 635 | 703 |
| TOTALS | \$ <u>90,887</u> | \$ <u>81,340</u> |

NOTE F - LONG-TERM DEBT

The Organization has no long term debt.

NOTE G - LEASING ARRANGEMENTS

Area HomeCare and Family Services, Inc. entered into a non-cancellable operating lease for a HP Laserjet Copier with Leaf Funding, Inc. which began in December, 2010. The lease requires monthly payments of \$121, including taxes, for 60 months.

The Organization also entered into a non-cancellable operating lease for a T1000 Digital Postage Meter with Great America Leasing Corp. which began in April, 2010. The lease requires monthly payments of \$50 for 60 months.

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

2016..... \$ 606

AREA HOMECARE & FAMILY SERVICES, INC.
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)
 Year Ended June 30, 2015

NOTE H - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

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

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

NOTE I - RESTRICTIONS ON NET ASSETS

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

| | 2015 | 2014 |
|---------------|-----------|-----------|
| Town warrants | \$ 28,595 | \$ 36,374 |

NOTE J - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

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

| | 2015 | 2014 |
|---|---------------------|---------------------|
| New Hampshire Division of Elderly and Adult Services | | |
| -- Title XX | \$ 1,452,897 | \$ 1,152,325 |
| -- Title III | 54,789 | 57,376 |
| Medicaid - HC/BC | 17,957 | 25,673 |
| -- Title XIX | 61,952 | 65,261 |
| Other | 89,000 | 89,000 |
| TOTALS | \$ <u>1,676,595</u> | \$ <u>1,389,635</u> |

NOTE K - CONTINGENT LIABILITIES

Area Homecare and Family Services, Inc. received money under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the organization might be required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2015, no provision has been made for this contingency.

AREA HOMECARE & FAMILY SERVICES, INC.
NOTES TO FINANCIAL STATEMENTS (CONTINUED)
Year Ended June 30, 2015

NOTE L - SUMMARIZED FINANCIAL INFORMATION

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2014, from which the information was derived.

SUPPLEMENTARY INFORMATION

AREA HOMECARE & FAMILY SERVICES, INC.
 SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS
 Years ended June 30,

| Federal Grantor/ Pass-Through Grantor/ Program Title <u>U.S. Department of Health and Human Services</u> | 2015 | | | 2014 | |
|--|---------------------------|--|-------------------------------|-------------------------------|-------------------------------|
| | Federal CFDA Number | Agency or Pass-Through Number(s) | Program or Award Amount | Federal Disburse- ments | Federal Disburse- ments |
| Passed through State of New Hampshire Department of Health And Human Services: | | | | | |
| Social Services Block Grant | 93.667 | 010-048- 9255-542- 0384 and 5543-0385 | \$ 705,963 | \$ 705,963 | \$ 559,914 |
| Older Americans Act | 93.044 | 010-048- 7872-540- 0382 | 26,622 | 26,622 | 27,879 |
| <u>U.S. Department of Housing and Urban Development</u> | | | | | |
| Passed through City of Portsmouth, NH: | | | | | |
| Community Development Block Grants | 14.218 | - | <u>9,000</u> | <u>9,000</u> | <u>9,000</u> |
| TOTALS | | | \$ <u>741,585</u> | \$ <u>741,585</u> | \$ <u>596,793</u> |

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Area HomeCare & Family Services, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of OMB Circular A-133. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

REPORT ON COMPLIANCE AND ON INTERNAL CONTROL OVER FINANCIAL REPORTING BASED
ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT
AUDITING STANDARDS

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

We have audited the financial statements of Area HomeCare & Family Services, Inc. as of and for the year ended June 30, 2015 and have issued our report there on dated October 16, 2015. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States.

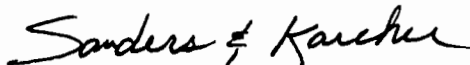
Compliance

As part of obtaining reasonable assurance about whether Area Homecare & Family Services, Inc.'s financial statements are free of material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grants, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of non-compliance that are required to be reported under *Government Auditing Standards*.

Internal Control Over Financial Reporting

In planning and performing our audit, we considered Area HomeCare & Family Services, Inc.'s internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide assurance on the internal control over financial reporting. Our consideration of the internal control over financial reporting would not necessarily disclose all matters in the internal control over financial reporting that might be material weaknesses. A material weakness is a condition in which the design or operations of one or more of the internal control components does not reduce to a relatively low level the risk that misstatements in amounts that would be material in relation to the financial statements being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over financial reporting and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.


Sanders & Karcher
October 16, 2015

REPORT ON COMPLIANCE WITH REQUIREMENTS APPLICABLE TO EACH MAJOR PROGRAM AND
ON INTERNAL CONTROL OVER COMPLIANCE IN ACCORDANCE WITH OMB CIRCULAR A-133

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

Compliance

We have audited the compliance of Area HomeCare & Family Services, Inc. (the Organization) with the types of compliance requirements described in the *U.S. Office of Management and Budget (OMB) Circular A-133 Compliance Supplement* that are applicable to each of its major federal programs for the year ended June 30, 2015. The Organization's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs. Compliance with the requirements of laws, regulations, contracts and grants applicable to each of its major federal programs is the responsibility of Area HomeCare's management. Our responsibility is to express an opinion on the Organization's compliance based on our audit.

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards and OMB Circular A-133 require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Area HomeCare and Family Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion. Our audit does not provide a legal determination of the Organization's compliance with those requirements.

In our opinion, Area HomeCare & Family Services, Inc. complied, in all material respects, with the requirements referred to above that are applicable to each of its major federal programs for the year ended June 30, 2015.

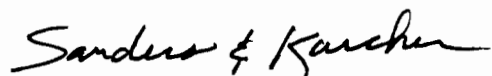
Internal Control Over Compliance

The management of Area HomeCare & Family Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with requirements of laws, regulations, contracts and grants applicable to federal programs. In planning and performing our audit, we considered Area HomeCare's internal control over compliance with requirements that could have a direct and material effect on a major federal program in order to determine our auditing procedures for the purpose of expressing our opinion on compliance and to test and report on internal control over compliance in accordance with OMB Circular A-133.

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

Our consideration of the internal control over compliance would not necessarily disclose all matters in the internal control that might be material weaknesses. A material weakness is a condition in which the design or operation of one or more of the internal control components does not reduce to a relatively low level the risk that noncompliance with applicable requirements of laws, regulations, contracts and grants that would be material in relation to a major federal program being audited may occur and not be detected within a timely period by employees in the normal course of performing their assigned functions. We noted no matters involving the internal control over compliance and its operations that we consider to be material weaknesses.

This report is intended solely for the information and use of the board of directors, management, federal awarding agencies and pass-through entities and is not intended to be and should not be used by anyone other than these specified parties.



Sanders & Karcher
October 16, 2015

AREA HOMECARE & FAMILY SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
Year ended June 30, 2015

Section 1 - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified: ___ yes ___ X no
- Reportable condition(s) identified that are
not considered to be material weaknesses? ___ yes ___ X none
reported

Noncompliance material to financial statements noted? ___ yes ___ X no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified: ___ yes ___ X no
- Reportable condition(s) identified that are
not considered to be material weaknesses? ___ yes ___ X none
reported

Type of auditor's report issued on compliance for major programs:

Unqualified

Any audit findings disclosed that are required to be reported
in accordance with section 510(a) of Circular A-133? ___ yes ___ X no

AREA HOMECARE & FAMILY SERVICES, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
Year ended June 30, 2015

Identification of major programs:

| <u>CFDA Number(s)</u> | <u>Name of Federal Program or Cluster</u> |
|-----------------------|---|
| 93.667 | Social Services Block Grant |

Dollar threshold used to distinguish between type A and type B programs:

\$ 300,000

Auditee qualified as low-risk auditee? X yes no

Section II - Financial Statement Findings

NONE.

Section III - Federal Award Findings and Questioned Costs

NONE.

1:13 PM
 09/14/16
 Accrual Basis

Area HomeCare & Family Services, Inc.
Profit & Loss
 July 2014 through June 2015

| | Jul '14 - Jun 15 |
|---------------------------------|------------------|
| Ordinary Income/Expense | |
| Income | |
| Gov't Agencies | |
| CDBG - City of Portsmouth | 9,000.00 |
| DEAS - State of NH | |
| IHC Title 111B | 54,788.44 |
| IHC XX | 1,452,896.97 |
| Total DEAS - State of NH | 1,507,685.41 |
| Medicaid - HC/BC | 17,957.28 |
| Medicaid - XIX AIHC | 61,952.00 |
| Rock. County Grant | 80,000.00 |
| Total Gov't Agencies | 1,676,594.69 |
| Client - Donations | 2,938.00 |
| Client - Self-Pay | 18,936.75 |
| Municipal Grants | 57,144.00 |
| Misc Income | 201.00 |
| Contributions Income | 1,693.90 |
| Dividend Income | 24,704.49 |
| Total Income | 1,782,212.83 |
| Expense | |
| Cable | 956.56 |
| Employee Benefits | 925.00 |
| Emergency Asst. Fund | 750.00 |
| Salaries & Wages | 1,169,249.27 |
| Payroll Taxes | 88,949.08 |
| SUTA | 3,691.60 |
| Transportation | 38,540.36 |
| Tolls | 259.35 |
| Payroll Service Expense | 12,217.97 |
| Worker's Comp. Insurance | 72,907.00 |
| Insurance | |
| Health Insurance | 69,720.67 |
| Dental Insurance | 7,819.36 |
| Life Insurance | 3,308.63 |
| Total Insurance | 80,848.66 |
| Liability Insurance | 17,329.31 |
| Professional Fees | |
| Accounting | 13,988.32 |
| Computer Technician | 2,836.25 |
| Consulting | 1,763.00 |
| Total Professional Fees | 18,587.57 |
| Utilities | |
| Gas and Electric | 5,107.14 |
| Water | 396.26 |
| Total Utilities | 5,503.40 |
| Building Repairs & Maint. | 10,311.22 |
| Program/Office Supplies | 4,053.82 |
| Telephone | 6,945.40 |
| Postage | 7,865.53 |
| Household Supplies | 1,683.28 |
| Gloves and Uniforms | 1,010.54 |
| Employee Physicals | 2,130.00 |
| Training | 459.00 |
| Office Equipment | |
| Equipment Maintenance | 4,436.26 |
| Equipment Rental | 2,040.31 |
| Office Equipment - Other | 6,874.99 |
| Total Office Equipment | 13,351.56 |

1:13 PM
09/14/16
Accrual Basis

Area HomeCare & Family Services, Inc.
Profit & Loss
July 2014 through June 2015

| | <u>Jul '14 - Jun 15</u> |
|------------------------------|--------------------------|
| Printing and Reproduction | 1,750.33 |
| Advertising | 153.38 |
| Meetings & Training | 4,617.88 |
| Dues and Subscriptions | 560.00 |
| Miscellaneous | 664.16 |
| Licenses and Permits | 355.00 |
| Contributions | 4,114.85 |
| Bad Debt Expense | 8,582.00 |
| Depreciation Expense | 10,675.10 |
| Interest Expense - LOC | 1,083.82 |
| Bank Service Charges | 20.00 |
| Total Expense | <u>1,591,102.00</u> |
| Net Ordinary Income | 191,110.83 |
| Other Income/Expense | |
| Other Income | |
| Interest Income | 1,296.16 |
| Unrealized G/I on Securities | -17,417.68 |
| Total Other Income | <u>-16,121.52</u> |
| Net Other Income | <u>-16,121.52</u> |
| Net Income | <u><u>174,989.31</u></u> |

1:15 PM
09/14/16
Accrual Basis

Area HomeCare & Family Services, Inc.
Balance Sheet
As of June 30, 2015

| | Jun 30, 15 |
|---------------------------------|----------------------------|
| ASSETS | |
| Current Assets | |
| Checking/Savings | |
| Eastern - Checking | 167,906.66 |
| Eastern - EAF | 1,364.86 |
| Cash - Capital Investment | |
| Municipal Bonds | 24,775.44 |
| Investment account | 3,142.39 |
| Mutual Funds | 499,332.41 |
| Total Cash - Capital Investment | <u>527,250.24</u> |
| Total Checking/Savings | 696,521.76 |
| Accounts Receivable | |
| A/R - DEAS | 162,541.90 |
| A/R - HC/BC | 4,029.02 |
| A/R - Self Pay | |
| Allowance for Bad Debt | -1,000.00 |
| A/R - Self Pay - Other | 6,079.25 |
| Total A/R - Self Pay | <u>5,079.25</u> |
| A/R - Title XIX | 15,296.12 |
| Promises To Give, Unconditional | 28,595.00 |
| Total Accounts Receivable | <u>215,541.29</u> |
| Other Current Assets | |
| Employee Loan Receivables | 2,054.91 |
| Accounts Receivable - Grants | 42,250.00 |
| Prepaid Insurance | 1,005.00 |
| Total Other Current Assets | <u>45,309.91</u> |
| Total Current Assets | 957,372.96 |
| Fixed Assets | |
| Building Improvements | 165,856.36 |
| Building | 147,383.71 |
| Building - Acc. Depreciation | -137,643.49 |
| Equip. - Acc. Depreciation | -70,636.22 |
| Equipment | 71,268.72 |
| Furn. & Fix. - Acc. Depre. | -20,208.87 |
| Furniture & Fixtures | 20,208.87 |
| Land | 90,116.05 |
| Total Fixed Assets | <u>266,345.13</u> |
| TOTAL ASSETS | <u>1,223,718.09</u> |
| LIABILITIES & EQUITY | |
| Liabilities | |
| Current Liabilities | |
| Accounts Payable | |
| Accounts Payable | 6,976.55 |
| Total Accounts Payable | <u>6,976.55</u> |

1:15 PM
09/14/16
Accrual Basis

Area HomeCare & Family Services, Inc.
Balance Sheet
As of June 30, 2015

| | <u>Jun 30, 15</u> |
|--|----------------------------|
| Other Current Liabilities | |
| Client Funds | 200.00 |
| Accrued Earned Time | 44,079.28 |
| Accrued Payroll Taxes | 3,203.22 |
| Accrued Postage | 87.71 |
| Accrued Salaries & Wages | 42,011.03 |
| Accrued Travel | 870.55 |
| Health Insurance Withheld | 420.00 |
| TSA Withheld | 15.00 |
| Total Other Current Liabilities | <u>90,886.79</u> |
| Total Current Liabilities | <u>97,863.34</u> |
| Total Liabilities | 97,863.34 |
| Equity | |
| Fund Balance Net Assets | 497,270.44 |
| Temp. Restricted Net Assets | 28,595.00 |
| Unrestricted - Board Designated | 425,000.00 |
| Net Income | 174,989.31 |
| Total Equity | <u>1,125,854.75</u> |
| TOTAL LIABILITIES & EQUITY | <u><u>1,223,718.09</u></u> |

AREA HOMECARE & FAMILY SERVICES, INC.
Ballard Building
1320 WOODBURY AVENUE, PORTSMOUTH, NH 03801

FY2017 BOARD OF DIRECTORS

| NAME | ORGANIZATION, MAILING ADDRESS AND PHONE NUMBER | PROFESSION | OFFICE ----- COMMITTEE | DATE TERM BEGAN & EXP. DATE | TELEPHONE NUMBER EMAIL |
|----------------------|---|--|---------------------------------------|--|---------------------------------------|
| Kearstin McNamara | | Broker/Consultant Employee Benefits | Chair | 2014-2020 | |
| Diana Smith 2008 | | Retired Elder Services BEAS - State of NH | Vice-Chair | 2012-2018 | |
| Mari B. Lister | | Client Services, M&A Investment Bank | Treasurer | 2015-2021 | |
| Karen Kinnaly | | RN | Secretary | 2015-2021 | |
| Mike Schwartz | | Retired, Portsmouth Police Department | All | 2014-2020 | |
| Lawrence E. Day, Jr. | | Finance | All | 2015-2021 | |
| Phillip Saltmarsh | | Architect | All | 2015-2021 | |
| Tiffany Forrest | | Business | All | 2015-2021 | |

ADVISORY BOARD

John Bosen, Esquire

Attorney

Roderick Bowles

Retired Business

Jamie DeStefano
2001

Business

Judy Taylor

Executive Director

Judy Taylor

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

References and transcripts available upon request

MaryJane Walsh

Employment History:

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

Education:

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

Donna L. Williams

Education: BA History/Education 1972
University of New Hampshire
UNH MSW Program 18 credits

Experience: **Area Home Care & Family Services, Inc.**

Social Worker, part-time, Oct. 2012 –Present

- Assisting office staff with intakes and recertifications of Homemaker clients, and with daily scheduling tasks as needed.

ServiceLink Resource Center 2007-2011

Social Worker/Long-Term Support Counselor

- Counseling clients and families with their long-term care and service needs and with navigating Medicare and Medicaid systems.

NH Dept. of Health and Human Services

Bureau of Elderly and Adult Services

June 1974-May 2005

Adult Protective Social Worker

- Investigated reports of adult/elder abuse, neglect and exploitation pursuant to NH RSA 161-F, and provided services to clients to remedy at-risk situations.
- Extensive report writing and court involvement, testifying on behalf of abused/neglected clients to procure long-term solutions such as legal guardianship for vulnerable clients.

Related

Experience: maintained a good network of community contacts by involvement in Wrap Around groups, training law enforcement and social service agencies in protective services.

Janice LeBlanc

Employment History:

- June 2005- **Area HomeCare & Family Services, Portsmouth NH**
Senior Scheduler: Responsible for scheduling employees and clients, intakes, re-certifications, direct communication with case managers and social workers, family of clients, and approved contacts, other office duties as needed.
- March 2004- **Rockingham County Courthouse, Brentwood, NH 03833**
August 2004 **Court Assistant II:** Duties included receptionist duties, coordinate Grand and Petit Jury Duty, selection process for potential jurors, presenting juror requests for excusals to appropriate judge, check in jurors on orientation day, and mailing no show juror notices to absent jurors.
- June 2001- **Medtronic Neurological Technologies, Hampstead, NH 03841**
January 2003 **Office Sales Manager:** Duties included providing administrative support to the District Manager and Sales Representatives working in the Northeast Region, processing orders for medical supplies, maintaining clinical records and reports, processing Sale Representative expenses and files as requested.
- August 1987- **Rockingham VNA & Hospice, Exeter, NH 03833**
May 2001 **Clinical Program Assistant:** Duties included assisting Acute Care staff, clerical duties, ordering medical supplies, scheduling, maintaining clinical staff schedules.
- December 1982- **Exeter Hospital, Exeter Health Resources, Exeter, NH 03833**
October 1987 **Patient Services Representative**

Education:

- 1974 – 1977 Lynn Classical High School, Lynn, Massachusetts
Business Course

CHRISTINE COOK

SUMMARY

I have over 20 years customer service experience. This experience has given me the ability to assist people in many diverse situations. I am detail oriented, a multi-tasker with many years accurately working with cash.

WORK OF EXPERIENCE

12/12/2011 to Present *Area Home Care & Family Services
Portsmouth, NH*

Payroll Dept/Homemaker

In the Payroll Department my duties include collecting and verifying timesheets for Homemakers and In Home Care providers in the Home Traks program and entering them onto an Excel spreadsheet and entering payroll into ADP. I post & bill the hours worked using State provided software. I also maintain employee files keeping required dates current as well as filing. As a Homemaker my duties include assisting clients with their needs from grocery shopping, light housekeeping, minor home repairs to just listening to their concerns.

10/2010 to 6/13/2011 *Internal Revenue Service, Andover, MA
Customer Service Representative*

As a Customer Service Representative I was responsible for answering phone calls in a professional and timely manner. My duties included strict disclosure procedures, researching internal data bases to locate and provide accurate information regarding personal accounts to the tax payer, entering new information or changes using the correct coding.

01/1996 to Present *Christi's Cuts, Epping, NH
Cosmetologist*

As a salon owner I am responsible for listening and interpreting what the client is trying to achieve, giving suggestions to bring their ideas to reality. I schedule appointments, cut, formulate and apply color, perm hair, accepted payments of cash or credit cards, order supplies, Accounts receivable, Accounts payable, licensing, preparation and payment of taxes. I provide, fit and style wigs for cancer clients.

EDUCATION

11/1996 to 1/1996 *Michael's School of Hair Design, Manchester, NH
Cosmetology
Certificate & State License
1st Place Gold Metal State wide Competition*

1972 to 1976 *Carthage Central High School, Carthage, NY
Diploma*

9/1974 to 6/1976 *Jeff Voc Tech Center, Watertown, NY
Office Practice I & II*

Barbara Boisvert

Employment History:

November 2012-

**Area HomeCare & Family Services, Portsmouth, NH
Case Technician:**

Preparing documentation for the State, data entry, clerical duties, maintaining office equipment, and other duties as required.

September 2004-
November 2012

**Area HomeCare & Family Services, Portsmouth, NH
HomeCare Provider:**

Provide non-medical homecare services to elderly and adults with disabilities.

June 1989-
July 2004

Chauvin Arnoux, Dover, NH

Production / Quality Assurance:

Duties included assembly and soldering, calibrating and testing, data entry, inspection of parts and finished products, processed inventory orders.

Education:

1975 – 1979

Portsmouth High School, Portsmouth, NH

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-03)

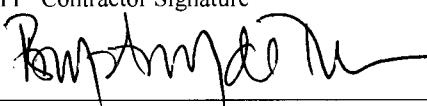
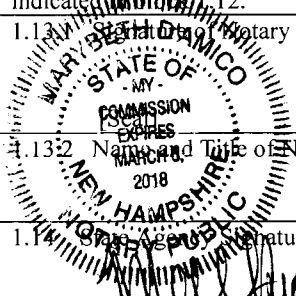
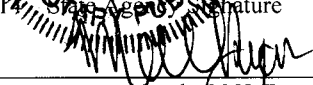
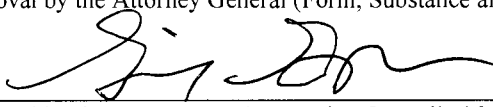
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Child and Family Services | | 1.4 Contractor Address 464 Chestnut Street P.O Box 448 Manchester, NH 03105-0448 | |
| 1.5 Contractor Phone Number 603-518-4300 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$2,334,480.04 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Sojia Alvarez de Toledo President & CEO | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>11/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Notary Public or Justice of the Peace  <u>Marybeth D'Amico</u> | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace <u>MARYBETH D'Amico Administrative Asst</u> | | | |
| 1.14 State Agency Signature  Date: <u>11/30/16</u> | | 1.15 Name and Title of State Agency Signatory <u>Maureen Ryan, Director</u> | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Contractor Initials RF
Date 11/22/16

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

Contractor Initials BA
Date 11/22/16



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

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



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

2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

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



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

BA

11/22/16



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

BA

11/22/16



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

2.2. The Contractor shall administer services as follows:

RAI



2.2.1. Access to Services

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

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

2.2.2. Client Request and Application for Services

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

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

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

2.2.3. Client Eligibility Requirements for Services

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

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

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



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

2.2.4. Client Assessments and Service Plans

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

2.2.5. Person Centered Provision of Services

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



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

2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

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

BAF

11/22/16



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those

JK



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

2.2.8. Referring Clients to Other Services

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

2.2.9. Client Wait Lists

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

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

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

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

2.2.9.3.2. The name of the service being requested.

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

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

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

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

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

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



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.
- 2.2.10. E-Studio Electronic Information System
 - 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
 - 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
 - 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



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

2.2.11. Criminal Background Check and BEAS State Registry Checks

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

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

2.2.12. Grievance and Appeals Process

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

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

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

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

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

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

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

2.2.13. Privacy and Security of Client Information

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

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



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

2.2.16. Client Feedback

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

3. Staffing

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

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

BAI

11/22/16



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

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

4. Performance Measures

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

5. Reporting Requirements

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

BAI

11/12/16



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

6. Contract Monitoring

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



Exhibit B

Method and Conditions Precedent to Payment

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

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

**Exhibit B-1 Rate Sheet
Hillsborough County**

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

| 01/01/2017 through 06/30/2017 Service Units | | | |
|--|------------------|---|---|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 30,823 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 3,118 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 520 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 75 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$295,284.34 |
| | | | \$29,870.44 |
| | | | \$6,500.00 |
| | | | \$1,837.50 |

| 07/01/2017 through 06/30/2018 Service Units | | | |
|--|------------------|---|---|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 61,646 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 6,236 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 1,040 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 150 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$590,568.68 |
| | | | \$59,740.88 |
| | | | \$13,000.00 |
| | | | \$3,675.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | |
|--|------------------|---|---|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 15,412 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 1,559 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 260 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 38 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$147,646.96 |
| | | | \$14,935.22 |
| | | | \$3,250.00 |
| | | | \$931.00 |

Contractor Initials: **BAF**

Date: **11/22/16**

**Exhibit B-2 Rate Sheet
Merrimack County**

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

| 01/01/2017 through 06/30/2017 Service Units | | | |
|--|-----------|--|---|
| | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Services | | | |
| In Home Care Services (Title XX) | 1/2 Hour | 30,823 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 3,118 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 520 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 75 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$295,284.34 |
| | | | \$29,870.44 |
| | | | \$6,500.00 |
| | | | \$1,837.50 |

| 07/01/2017 through 06/30/2018 Service Units | | | |
|--|-----------|--|---|
| | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Services | | | |
| In Home Care Services (Title XX) | 1/2 Hour | 61,646 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 6,236 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 1,040 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 150 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$590,568.68 |
| | | | \$59,740.88 |
| | | | \$13,000.00 |
| | | | \$3,675.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | |
|--|-----------|--|---|
| | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Services | | | |
| In Home Care Services (Title XX) | 1/2 Hour | 15,412 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 1,559 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 260 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 38 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$147,646.96 |
| | | | \$14,935.22 |
| | | | \$3,250.00 |
| | | | \$931.00 |

BT
11/22/16



SPECIAL PROVISIONS

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

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



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

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

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



REVISIONS TO GENERAL PROVISIONS

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



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D

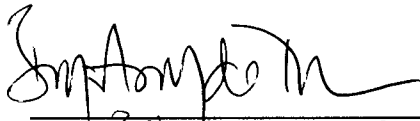


- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted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

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

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

11/22/16
Date

Contractor Name: CHILD AND FAMILY SERVICES NH

Name: Soledad ALVAREZ DE TOLEDO
Title: President & CEO



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):


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

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

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

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

11/22/16
Date

Contractor Name: Child and Family Service NH

Name: Sofia Alvarez de Toledo
Title: President of CEO



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

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

INSTRUCTIONS FOR CERTIFICATION

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

JK

11/22/16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

11/22/16
Date

Contractor Name: Child and Family Services of NH
[Signature]
Name: Boja Alvarez de Toledo
Title: President of CEO



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

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

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

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

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

Exhibit G

Contractor Initials

PT

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

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

11/22/16
Date

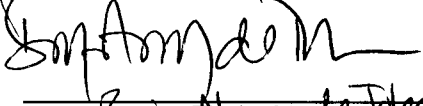
Contractor Name: Child and Family Services of NH

Name: Soja Alvarez de Toledo
Title: President & CEO

Exhibit G

Contractor Initials

SAF

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Child and Family Service of NH

Name: Soja Aworé de Toledo
Title: President & CEO

11/22/16

Date

Contractor Initials SA
Date 11/22/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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

SA7

11/22/16



Exhibit I

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

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

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

BAF

11/22/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

11/30/14
Date

Child and Family Services of NH
Name of the Contractor

[Signature]
Signature of Authorized Representative

Boija Alvarez de Toledo
Name of Authorized Representative

President & CEO
Title of Authorized Representative

11/22/16
Date

Contractor Initials [Signature]

Date 11/22/16



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

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

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

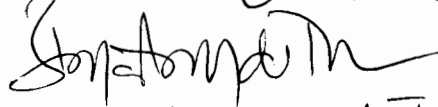
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

11/22/16
Date

Contractor Name: Child and Family Services of NH

Name: Bojka Alvarez de Toledo
Title: President & CEO



FORM A

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

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

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

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

NO YES

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

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

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

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

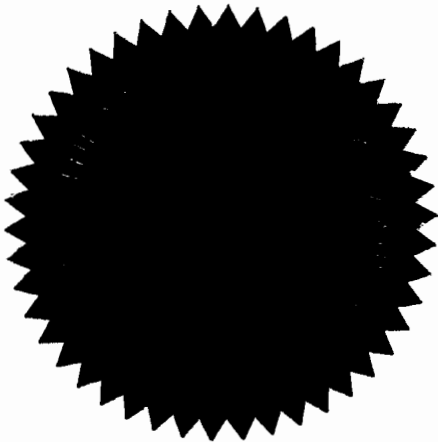
BK

11/22/16

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. 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 20th day of May A.D. 2016

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of CHILD AND FAMILY SERVICES OF NH
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of
the Agency duly held on 1/28/2014:
(Date)

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its
Department of Health and Human Services.

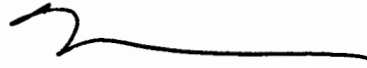
RESOLVED: That the PRESIDENT AND CEO
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 22nd day of November, 2016.



(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 22nd day of November 2016.

By William Conrad
(Name of Elected Officer of the Agency)

Marybeth D'Amico
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 3/6/18





CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/28/2016

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

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

| | | |
|--|--|--------|
| PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101 | CONTACT NAME: Linda Dacey, CIC | |
| | PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: ldacey@crossagency.com | |
| INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Philadelphia Indemnity Ins Co | 18058 |
| | INSURER B: AIG Specialty Insurance Co. | |
| | INSURER C: Travelers Casualty & Surety Co of | 31191 |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES CERTIFICATE NUMBER: 16-17 All lines REVISION NUMBER:

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|--|-------------------------|--------------------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | PHPK1356559 | 7/1/2016 | 7/1/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Liquor Liability | | | | | | MED EXP (Any one person) \$ 0 |
| | GENTL AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC | | | | | GENERAL AGGREGATE \$ 2,000,000 | |
| | OTHER: | | | | | PRODUCTS - COMP/POP AGG \$ 2,000,000 | |
| A | AUTOMOBILE LIABILITY | | | PHPK1356559 | 7/1/2016 | 7/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | Medical payments \$ 5,000 | |
| A | UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR | | | PHUB504723 | 7/1/2016 | 7/1/2017 | EACH OCCURRENCE \$ 4,000,000 |
| | EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE | | | | | | AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | Y/N | | HC033571192 (3a.) NH All officers included | 4/4/2016 | 4/4/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | N | N/A | | | | E.L. EACH ACCIDENT \$ 500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 500,000 |
| C | Fidelity & Forgery | | | 105912196 | 4/1/2016 | 4/1/2017 | Limit: \$500,000 |
| A | Professional Liability | | | PHPK1356559 | 7/1/2016 | 7/1/2017 | Aggregate \$2,000,000 |

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

| | |
|--|---|
| CERTIFICATE HOLDER (603) 271-4232 Eric.borrin@dhhs.state.nh. State of New Hampshire Department of Health and Human Services Contracts and Procurement Unit Brown Building 129 Pleasant Street Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE T Franggos/JSC <i>Jalitha Franggos</i> |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.



Manchester Office Statewide Headquarters
464 Chestnut St., P.O. Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

MISSION STATEMENT

Child and Family Services is dedicated to advancing the well-being of children by providing an array of services to strengthen family life and by promoting community commitment to the needs of children.

Child and Family Services of New Hampshire
Consolidated Financial Statements
For the Year Ended December 31, 2015
(With Independent Auditors' Report Thereon)

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| INDEPENDENT AUDITORS' REPORT | 1 |
| BASIC FINANCIAL STATEMENTS: | |
| Consolidated Statement of Financial Position | 4 |
| Consolidated Statement of Activities | 5 |
| Consolidated Statement of Functional Expenses | 6 |
| Consolidated Statement of Cash Flows | 7 |
| Notes to Consolidated Financial Statements | 8 |
| SUPPLEMENTAL INFORMATION: | |
| Consolidated Schedule of Operating Expenses | 26 |

Independent Auditors' Report

To the Board of Trustees
Child and Family Services of New Hampshire

Additional Offices:
Nashua, NH
Andover, MA
Greenfield, MA
Ellsworth, ME

Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Child and Family Services of New Hampshire, which comprise the consolidated statement of financial position as of December 31, 2015, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not

for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Child and Family Services of New Hampshire as of December 31, 2015, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Summarized Comparative Information

We have previously audited Child and Family Services of New Hampshire's 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated March 31, 2015. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2014 is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Other Information

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

Other Reporting Required by Government Auditing Standards

In accordance with *Government Auditing Standards*, we have also issued our report dated March 23, 2016 on our consideration of Child and Family Services of New Hampshire's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Child and Family Services of New Hampshire's internal control over financial reporting and compliance.

Melanson Heath

March 23, 2016

Child and Family Services of New Hampshire

Consolidated Statement of Financial Position
 December 31, 2015
 (with comparative totals as of December 31, 2014)

| ASSETS | Unrestricted | Temporarily Restricted | Permanently Restricted | 2015 | | 2014 | |
|---------------------------------------|---------------|------------------------|------------------------|---------------|---------------|------|--|
| | | | | Total | Total | | |
| Current Assets: | | | | | | | |
| Cash and cash equivalents | \$ 320,694 | \$ 705,963 | \$ - | \$ 1,026,657 | \$ 890,520 | | |
| Accounts receivable, net | 662,144 | - | - | 662,144 | 640,899 | | |
| Prepaid expenses | 199,720 | - | - | 199,720 | 197,640 | | |
| Total Current Assets | 1,182,558 | 705,963 | - | 1,888,521 | 1,729,059 | | |
| Investments | 13,728,041 | 416,360 | 1,385,618 | 15,530,019 | 16,910,992 | | |
| Beneficial interest held in trust | - | - | 1,736,098 | 1,736,098 | 1,865,853 | | |
| Property and equipment, net | 5,435,957 | 1,089,118 | - | 6,525,075 | 6,374,837 | | |
| TOTAL ASSETS | \$ 20,346,556 | \$ 2,211,441 | \$ 3,121,716 | \$ 25,679,713 | \$ 26,880,741 | | |
| LIABILITIES AND NET ASSETS | | | | | | | |
| Current Liabilities: | | | | | | | |
| Accounts payable | \$ 205,180 | \$ - | \$ - | \$ 205,180 | \$ 141,912 | | |
| Accrued payroll and related expenses | 556,453 | - | - | 556,453 | 472,297 | | |
| Bonds payable | 125,000 | - | - | 125,000 | 120,000 | | |
| Total Current Liabilities | 886,633 | - | - | 886,633 | 734,209 | | |
| Bonds payable, net of current portion | 4,480,005 | - | - | 4,480,005 | 4,725,005 | | |
| Deferred loans - NHHFA | 1,250,000 | - | - | 1,250,000 | 1,250,000 | | |
| Interest rate swap agreements | 1,306,823 | - | - | 1,306,823 | 1,326,080 | | |
| TOTAL LIABILITIES | 7,923,461 | - | - | 7,923,461 | 8,035,294 | | |
| Net Assets: | | | | | | | |
| Donor restricted | - | 2,211,441 | 3,121,716 | 5,333,157 | 5,175,422 | | |
| Board designated | 13,728,041 | - | - | 13,728,041 | 14,963,027 | | |
| Unrestricted | (1,304,946) | - | - | (1,304,946) | (1,293,002) | | |
| Total Net Assets | 12,423,095 | 2,211,441 | 3,121,716 | 17,756,252 | 18,845,447 | | |
| TOTAL LIABILITIES AND NET ASSETS | \$ 20,346,556 | \$ 2,211,441 | \$ 3,121,716 | \$ 25,679,713 | \$ 26,880,741 | | |

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

Child and Family Services of New Hampshire

Consolidated Statement of Activities

For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

| | Unrestricted | Temporarily Restricted | Permanently Restricted | 2015 Total | 2014 Total |
|---|----------------------|------------------------|------------------------|----------------------|----------------------|
| Support and Revenue: | | | | | |
| Support: | | | | | |
| Contributions | \$ 614,026 | \$ 1,118,467 | \$ 31,705 | \$ 1,764,198 | \$ 1,371,354 |
| Government grants | 7,693,918 | - | - | 7,693,918 | 7,397,947 |
| In-kind contributions | 184,488 | - | - | 184,488 | 178,220 |
| Income from special events, net | 324,767 | - | - | 324,767 | 217,281 |
| Revenue: | | | | | |
| Service fees | 1,673,930 | - | - | 1,673,930 | 1,673,390 |
| Other | 5,969 | - | - | 5,969 | 5,143 |
| Net assets released from restriction: | | | | | |
| Program releases | 538,155 | (538,155) | - | - | - |
| Capital campaign releases | 146,835 | (146,835) | - | - | - |
| Endowment releases | 177,692 | (177,692) | - | - | - |
| Endowment transfer to support operations | 738,698 | - | - | 738,698 | 718,287 |
| Total Support and Revenue | 11,978,178 | 255,785 | 31,705 | 12,265,668 | 11,561,622 |
| Operating Expenses: | | | | | |
| Program services | 10,011,631 | - | - | 10,011,631 | 10,228,336 |
| Management and general | 1,205,401 | - | - | 1,205,401 | 1,133,868 |
| Fundraising | 421,819 | - | - | 421,819 | 352,913 |
| Total Operating Expenses | 11,638,851 | - | - | 11,638,851 | 11,713,117 |
| Change in net assets before non-operating items | 339,327 | 255,785 | 31,705 | 626,817 | (151,495) |
| Non-Operating Items: | | | | | |
| Investment income (loss) | (866,823) | - | - | (866,823) | 544,412 |
| Gain on sale of assets | - | - | - | - | 269,892 |
| Unrealized gain (loss) on interest rate swap | 19,257 | - | - | 19,257 | (388,999) |
| Change in beneficial interest | - | - | (129,755) | (129,755) | (7,022) |
| Interest income | 7 | - | - | 7 | 19 |
| Endowment transfer to support operations | (738,698) | - | - | (738,698) | (718,287) |
| Total Non-Operating Items | (1,586,257) | - | (129,755) | (1,716,012) | (299,985) |
| Change in net assets | (1,246,930) | 255,785 | (98,050) | (1,089,195) | (451,480) |
| Net Assets, Beginning of Year | 13,670,025 | 1,955,656 | 3,219,766 | 18,845,447 | 19,296,927 |
| Net Assets, End of Year | \$ 12,423,095 | \$ 2,211,441 | \$ 3,121,716 | \$ 17,756,252 | \$ 18,845,447 |

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

Child and Family Services of New Hampshire

Consolidated Statement of Functional Expenses
For the Year Ended December 31, 2015

(with comparative totals for the year ended December 31, 2014)

| | Program Services | Management and General | Fundraising | 2015 Total | 2014 Total |
|------------------------------------|----------------------|------------------------------|-------------------|----------------------|----------------------|
| Personnel expense: | | | | | |
| Salaries and wages | \$ 5,423,669 | \$ 727,522 | \$ 282,567 | \$ 6,433,758 | \$ 6,624,576 |
| Employee benefits | 642,453 | 100,144 | 53,627 | 796,224 | 782,538 |
| Payroll related costs | 610,537 | 71,687 | 23,687 | 705,911 | 744,367 |
| Mileage reimbursement | 445,371 | 597 | 2,663 | 448,631 | 481,201 |
| Contracted services | 427,903 | 59,698 | 6,148 | 493,749 | 284,863 |
| Subtotal personnel expense | <u>7,549,933</u> | <u>959,648</u> | <u>368,692</u> | <u>8,878,273</u> | <u>8,917,545</u> |
| Accounting | - | 24,804 | - | 24,804 | 39,445 |
| Assistance to individuals | 829,936 | - | - | 829,936 | 676,459 |
| Communications | 142,579 | 3,635 | 7,023 | 153,237 | 176,094 |
| Conferences, conventions, meetings | 28,403 | 8,779 | 2,551 | 39,733 | 42,887 |
| Depreciation | 256,102 | 50,505 | - | 306,607 | 352,689 |
| In kind contributions | 160,386 | 4,102 | - | 164,488 | 178,220 |
| Insurance | 69,490 | 8,318 | 2,406 | 80,214 | 85,224 |
| Interest | 249,205 | 50,538 | - | 299,743 | 319,179 |
| Legal | - | 8,490 | - | 8,490 | 1,668 |
| Membership dues | 21,537 | 21,644 | 2,234 | 45,415 | 20,764 |
| Miscellaneous | 25,520 | 5,274 | 1,895 | 32,689 | 41,975 |
| Occupancy | 430,566 | 34,197 | 7,393 | 472,156 | 516,778 |
| Printing and publications | 37,675 | 3,707 | 26,126 | 67,508 | 58,858 |
| Rental and equipment maintenance | 84,142 | 13,913 | 1,508 | 99,563 | 146,904 |
| Supplies | 62,331 | 7,791 | 1,702 | 71,824 | 71,871 |
| Travel | 63,826 | 56 | 289 | 64,171 | 66,557 |
| Total Functional Expenses | <u>\$ 10,011,631</u> | <u>\$ 1,205,401</u> | <u>\$ 421,819</u> | <u>\$ 11,638,851</u> | <u>\$ 11,713,117</u> |

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

Child and Family Services of New Hampshire

Consolidated Statement of Cash Flows
For the Year Ended December 31, 2015
(with comparative totals for the year ended December 31, 2014)

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|-------------------|
| <u>Cash Flows From Operating Activities:</u> | | |
| Change in net assets | \$ (1,089,195) | \$ (451,480) |
| Adjustments to reconcile change in net assets to net cash provided by operating activities: | | |
| Depreciation | 306,607 | 352,689 |
| Restricted contributions | (31,705) | (105,399) |
| Realized (gain) loss on investments | (528,934) | (51,820) |
| Unrealized (gain) loss on investments | 1,575,633 | 642,325 |
| Change in beneficial interest in trust | 129,755 | 7,022 |
| Change in interest rate swap | (19,257) | 388,999 |
| (Gain) loss on sale of asset | - | (269,892) |
| Changes in operating assets and liabilities: | | |
| Accounts receivable | (21,245) | 185,183 |
| Prepaid expenses | (2,080) | (26,159) |
| Accounts payable | 63,268 | (64,335) |
| Accrued expenses | 84,156 | (150,591) |
| Other current liabilities | - | 60,175 |
| Net Cash Provided By Operating Activities | <u>467,003</u> | <u>516,717</u> |
| <u>Cash Flows From Investing Activities:</u> | | |
| Purchases of investments | (2,356,532) | (2,599,937) |
| Proceeds from sale of investments | 2,690,806 | 2,077,128 |
| Proceeds from sale of fixed assets | - | 731,894 |
| Purchase of fixed assets | <u>(456,845)</u> | <u>(140,951)</u> |
| Net Cash Provided By (Used By) Investing Activities | (122,571) | 68,134 |
| <u>Cash Flows From Financing Activities:</u> | | |
| Restricted contributions | 31,705 | 105,398 |
| Cash advance on line of credit | - | 5,850,785 |
| Payment on line of credit | - | (5,850,785) |
| Payment of long term debt | (240,000) | (128,983) |
| Payment on annuity | <u>-</u> | <u>(362)</u> |
| Net Cash Used By Financing Activities | <u>(208,295)</u> | <u>(23,947)</u> |
| Net Change in Cash and Cash Equivalents | 136,137 | 560,904 |
| Cash and Cash Equivalents, Beginning | <u>890,520</u> | <u>329,616</u> |
| Cash and Cash Equivalents, Ending | <u>\$ 1,026,657</u> | <u>\$ 890,520</u> |
| SUPPLEMENTAL INFORMATION: | | |
| Interest Paid | <u>\$ 299,743</u> | <u>\$ 339,881</u> |

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

Child and Family Services of New Hampshire

Notes to Consolidated Financial Statements

For the Year Ended December 31, 2015

1. Description of Organization

Child and Family Services of New Hampshire (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into four basic categories:

1. **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

Early Support and Services – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize baby's cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, daycare, playground, etc.).

Home Visiting Services – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

Adoption – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.

2. Children, Youth, and Family - Intervention and Treatment Programs

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

Foster care – The Organization works with the State of New Hampshire in placing children who've been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

Home Based Services – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

3. Runaway and Homeless Youth Services

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

4. Senior Care and Independent Living

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

Camp Spaulding – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 94 year camp history, and exceptional facility, strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

The New Hampshire Children's Lobby – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

2. Significant Accounting Policies

The Organization prepares its consolidated financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (GAAP) for nonprofit organizations. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the consolidated financial statements.

Net Assets

The consolidated financial statements report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

Unrestricted Net Assets

Unrestricted net assets are resources available to support operations. The only limits on the use of unrestricted net assets are the broad limits resulting from the nature of the Organization, the environment in which it operates, the purposes specified in its organizing documents and its application for tax-exempt status, and any limits resulting from contractual agreements with creditors and others that are entered into in the course of its operations.

Temporarily Restricted Net Assets

Temporarily restricted net assets are resources that are restricted by donors for use for a particular purpose or in a particular future period. The Organization's unspent contributions are classified in this net asset

class if the donor limited their use, as are the unspent appreciation of its donor-restricted endowment funds.

When a donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the consolidated financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.

Permanently Restricted Net Assets

Permanently restricted net assets are resources whose use by the Organization is limited by donor-imposed restrictions that neither expire by being used in accordance with a donor's restriction nor by the passage of time. The portion of the Organization's donor-restricted funds that must be maintained in perpetuity are classified in this net asset class, as is the Organization's beneficial interest in perpetual charitable trusts. Unless restricted by the donor, income earned on permanently restricted net assets is expendable to support operations, subject to certain restrictions.

All revenues and net gains are reported as increases in unrestricted net assets in the Statement of Activities unless the use of the related resources is subject to temporary or permanent donor restrictions. All expenses and net losses, other than losses on endowment investments, are reported as decreases in unrestricted net assets. Net losses on endowment investments reduce temporarily restricted net assets to the extent that temporarily restricted net gains from prior years are unspent and classified there; remaining losses are classified as decreases in unrestricted net assets. If an endowment fund has no net gains from prior years, such as when a fund is newly established, net losses are classified as decreases in unrestricted net assets.

Principles of Consolidation

The consolidated financial statements of the Organization include the accounts of Child and Family Services of New Hampshire and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

Cash Equivalents

Cash equivalents are short term, interest bearing, highly liquid investments with original maturities of three months or less, unless the investments are held for meeting donor restrictions. Temporarily restricted cash investments held within investment portfolios are excluded from cash equivalents.

Investments

The Organization maintains pooled investment accounts for its restricted endowments. Realized and unrealized gains and losses are allocated to the

individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

Accounts Receivable and Revenue

Accounts receivable is recognized when qualifying costs are incurred for cost reimbursement grants or contracts or when a unit of service is provided for performance grants. Grant revenue from federal agencies is subject to independent audit under the Office of Management and Budget's, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, and review by grantor agencies. The review could result in the disallowance of expenditures under the terms of the grants or reductions of future grant awards. Based on prior experience, the Organization's management believes that costs ultimately disallowed, if any, would not materially affect the financial position of the Organization.

Allowance for Doubtful Accounts

The adequacy of the allowance for doubtful accounts for receivables is reviewed on an ongoing basis by the Organization's management and adjusted as required through the provision for doubtful accounts (bad debt expense). In determining the amount required in the allowance account for the year ended December 31, 2015, management has taken into account a variety of factors.

Beneficial Interest

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in temporarily restricted net assets until expended in accordance with restrictions. The value of the beneficial interest in the trust is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in permanently restricted net assets because the trust assets will never be distributed to the Organization.

Property and Equipment

Property and equipment is reported at cost, if purchased, and at fair value at the date of donation, if donated. Any such donations are reported as unrestricted support unless the donor has restricted the donated asset for a specific purpose. Assets donated with explicit restrictions regarding their use, and contributions of cash that must be used to acquire property and equipment, are reported as restricted support. Absent donor stipulations regarding how long those donated assets must be maintained, the Organization reports expirations of donor restrictions over the useful life of the asset. The Organization

reclassifies temporarily restricted net assets to unrestricted net assets at that time.

Property and equipment is capitalized if it has a cost of \$1,000 or more and a useful life when acquired of more than one year. Repairs and maintenance that do not significantly increase the useful life of the asset are expensed as incurred. Depreciation is computed using the straight-line method over the estimated useful lives of the assets, as follows:

| | |
|------------------------------------|---------------|
| Buildings and improvements | 15 – 50 years |
| Furniture, fixtures, and equipment | 5 – 10 years |
| Vehicles | 5 years |
| Software | 5 years |

Property and equipment is reviewed for impairment when a significant change in the asset's use or another indicator of possible impairment is present. No impairment losses were recognized in the consolidated financial statements in the current period.

Accounting for Contributions

Contributions, including unconditional promises to give, are recognized when received. All contributions are reported as increases in unrestricted net assets unless use of the contributed assets is specifically restricted by the donor. Amounts received that are restricted by the donor to use in future periods or for specific purposes are reported as increases in either temporarily restricted or permanently restricted net assets, consistent with the nature of the restriction. Unconditional promises with payments due in future years have an implied restriction to be used in the year the payment is due, and therefore are reported as temporarily restricted until the payment is due unless the contribution is clearly intended to support activities of the current fiscal year or is received with permanent restrictions. Conditional promises, such as matching grants, are not recognized until they become unconditional, that is, until all conditions on which they depend are substantially met.

Gifts-in-Kind Contributions

The Organization periodically receives contributions in a form other than cash. Contributed property and equipment is recognized as an asset at its estimated fair value at the date of gift, provided that the value of the asset and its estimated useful life meets the Organization's capitalization policy. Donated use of facilities is reported as contributions and as expenses at the estimated fair value of similar space for rent under similar conditions. If the use of the space is promised unconditionally for a period greater than one year, the contribution is reported as a contribution and an unconditional promise to give at the date of gift, and the expense is reported over the term of

use. Donated supplies are recorded as contributions at the date of gift and as expenses when the donated items are placed into service or distributed.

The Organization benefits from personal services provided by a substantial number of volunteers. Those volunteers have donated significant amounts of time and services to the Organization's program operations and in its fund-raising campaigns. However, the majority of the contributed services do not meet the criteria for recognition in the consolidated financial statements. Generally Accepted Accounting Principles allow recognition of contributed services only if (a) the services create or enhance nonfinancial assets or (b) the services would have been purchased if not provided by contribution, require specialized skills, and are provided by individuals possessing those skills.

Expense Recognition and Allocation

The cost of providing the Organization's programs and other activities is summarized on a functional basis in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses. Expenses that can be identified with a specific program or support service are charged directly to that program or support service. Costs common to multiple functions have been allocated among the various functions benefited.

Management and general expenses include those costs that are not directly identifiable with any specific program, but which provide for the overall support and direction of the Organization.

Fundraising costs are expensed as incurred, even though they may result in contributions received in future years.

Use of Estimates

The preparation of the consolidated financial statements requires management to make estimates and assumptions that affect the reported amounts of revenues and expenses during the reporting period and the reported amounts of assets and liabilities at the date of the consolidated financial statements. On an ongoing basis, the Organization's management evaluates the estimates and assumptions based upon historical experience and various other factors and circumstances. The Organization's management believes that the estimates and assumptions are reasonable in the circumstances; however, the actual results could differ from those estimates.

Tax Status

Child and Family Services of New Hampshire is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3). The Organization has also been classified as

an entity that is not a private foundation within the meaning of Section 509(a) and qualifies for deductible contributions.

Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

The Organization follows FASB ASC 740-10, *Accounting for Uncertainty in Income Taxes*, which clarifies the accounting for uncertainty in income taxes and prescribes a recognition threshold and measurement attribute for financial statement recognition and measurement of tax positions taken or expected to be taken in a tax return. FASB ASC 740-10 did not have a material impact on the Organization's consolidated financial statements.

The Organization's Federal Form 990 (Return of Organization Exempt From Income Tax) are subject to examination by the IRS, generally for three years after filing.

Reclassifications

Certain accounts in the prior-year financial statements have been reclassified for comparative purposes to conform with the presentation in the current-year financial statements.

Fair Value Measurements

The Organization reports its fair value measures using a three-level hierarchy that prioritizes the inputs used to measure fair value. This hierarchy, established by Generally Accepted Accounting Principles, requires that entities maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The three levels of inputs used to measure fair value are as follows:

- *Level 1.* Quoted prices for identical assets or liabilities in active markets to which the Organization has access at the measurement date.
- *Level 2.* Inputs other than quoted prices included in Level 1 that are observable for the asset or liability, either directly or indirectly. Level 2 inputs include:
 - quoted prices for similar assets or liabilities in active markets;
 - quoted prices for identical or similar assets in markets that are not active;
 - observable inputs other than quoted prices for the asset or liability (for example, interest rates and yield curves); and

— inputs derived principally from, or corroborated by, observable market data by correlation or by other means.

- *Level 3.* Unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for many of the assets and liabilities that the Organization is required to measure at fair value (for example, unconditional promises to give and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 5).
- Recurring measurement of beneficial interests in trusts (Note 6).
- Recurring measurement of bonds payable (Note 9).
- Recurring measurement of deferred loans (Note 10).

3. Concentration of Credit Risk - Cash and Cash Equivalents

The carrying amount of the Organization's deposits with financial institutions was \$1,026,657 at December 31, 2015. The difference between the carrying amount and the bank balance represents reconciling items such as deposits in transit and outstanding checks, which have not been processed by the bank at December 31, 2015. The bank balance is categorized as follows:

| | |
|--------------------------------|---------------------|
| Insured by FDIC | \$ 354,890 |
| Uninsured and uncollateralized | <u>851,176</u> |
| Total Bank Balance | <u>\$ 1,206,066</u> |

4. **Accounts Receivable**

Receivables consisted of the following at December 31:

| | 2015 | | | 2014 | | |
|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|
| | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> | <u>Receivable</u> | <u>Allowance</u> | <u>Net</u> |
| Grants receivable | \$ 578,576 | \$ (5,855) | \$ 572,721 | \$ 539,091 | \$ (4,727) | \$ 534,364 |
| Fees for service | 89,423 | - | 89,423 | 107,813 | (1,428) | 106,385 |
| Travel advances | - | - | - | 150 | - | 150 |
| | <u>\$ 667,999</u> | <u>\$ (5,855)</u> | <u>\$ 662,144</u> | <u>\$ 647,054</u> | <u>\$ (6,155)</u> | <u>\$ 640,899</u> |

5. **Investments**

Investments at fair value consist of mutual funds totaling \$15,530,019 at December 31, 2015.

Under the terms of the Organization's line of credit agreement (Note 8), the Organization has agreed not to pledge these investments as security on any other debt.

For the years ended December 31, 2015 and 2014, expenses relating to investment revenues, including management fees, amounted to \$66,675 and \$91,915, respectively, and have been netted against investment revenues in the accompanying Statements of Activities.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees is 5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2015. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

Mutual funds: Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

6. Beneficial Interest Held in Trust

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2015 and 2014, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$779,238 and \$833,116, respectively. The Organization received \$31,674 and \$24,247 from the funds in 2015 and 2014, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

| <u>Trust</u> | <u>Percentage Interest</u> | <u>2015</u> | <u>2014</u> |
|--------------|----------------------------|-------------------|---------------------|
| Greenleaf | 100% | \$ 377,884 | \$ 405,687 |
| Spaulding | 100% | 324,270 | 351,865 |
| Cogswell | 50% | <u>254,706</u> | <u>275,185</u> |
| Total | | <u>\$ 956,860</u> | <u>\$ 1,032,737</u> |

In 2015 and 2014, income distributed by these trusts was \$15,926 and \$18,881, respectively. Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

| | |
|--|---------------------|
| Balance at December 31, 2013 | \$ 1,872,875 |
| Change in value of beneficial interest | <u>(7,022)</u> |
| Balance at December 31, 2014 | 1,865,853 |
| Change in value of beneficial interest | <u>(129,755)</u> |
| Balance at December 31, 2015 | <u>\$ 1,736,098</u> |

7. Property, Equipment and Depreciation

A summary of the major components of property and equipment is presented below:

| | <u>2015</u> | <u>2014</u> |
|-----------------------------------|---------------------|---------------------|
| Land and land improvements | \$ 1,114,949 | \$ 1,114,949 |
| Buildings and improvements | 7,821,572 | 7,413,804 |
| Furniture, fixtures and equipment | 697,565 | 662,586 |
| Vehicles | 88,391 | 97,022 |
| Software | <u>166,592</u> | <u>166,590</u> |
| Subtotal | 9,889,069 | 9,454,951 |
| Less: accumulated depreciation | <u>(3,363,994)</u> | <u>(3,080,114)</u> |
| Total | <u>\$ 6,525,075</u> | <u>\$ 6,374,837</u> |

8. Line of Credit

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2015, and was extended through June 30, 2016. The line carries a variable rate of interest at the Wall Street Journal prime rate (3.5% at December 31, 2015), adjusted at each change in the index. At December 31, 2015, the balance on this line of credit was \$0.

9. Bonds Payable

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange,

the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap for 2015 and 2014 is added to interest expense in the statement of functional expense. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2015 and 2014, the Organization recorded the swap liability position of \$1,306,823 and \$1,326,080, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2015, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

| <u>Year</u> | <u>Amount</u> |
|-------------|---------------------|
| 2016 | \$ 125,000 |
| 2017 | 135,000 |
| 2018 | 140,000 |
| 2019 | 140,000 |
| 2020 | 150,000 |
| Thereafter | <u>3,915,005</u> |
| | <u>\$ 4,605,005</u> |

10. Deferred Loans - NHHFA

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

11. Endowment Funds:

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

Board-designated Investments

As of December 31, 2015, the Board of Trustees had designated \$13,728,041 of unrestricted net assets as a general endowment fund to support the mission of the Organization. Since that amount resulted from an internal designation and is not donor-restricted, it is classified and reported as unrestricted net assets.

Donor-designated Endowments

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as permanently restricted net assets (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent gifts to the permanent endowment, and (c) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund that is not classified in permanently restricted net assets is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

Funds with Deficiencies

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor or UPMIFA requires the Organization to retain as a fund of perpetual duration. In accordance with Generally Accepted Accounting Principles, deficiencies of this nature are required to be restored from either temporarily restricted or unrestricted net assets, depending on donor stipulations. These deficiencies result from unfavorable market fluctuations that occur causing the original donor restricted contribution, plus accumulated investment earnings that, in accordance with donor stipulations, are required to be added to the original contribution, to fall below the accumulated balances. Donor stipulations for permanently restricted-income restricted funds require the reclassification of realized and unrealized earnings to temporarily restricted net assets. Based on donor stipulations, there are no temporarily or permanently restricted funds in deficit.

Investment Policy

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

Spending Policy

The Organization's spending policy is 5% of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2015 is as follows:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total Net Endowment Assets</u> |
|----------------------------------|----------------------|-----------------------------------|-----------------------------------|---|
| Donor-restricted endowment funds | \$ - | \$ 416,360 | \$ 1,385,618 | \$ 1,801,978 |
| Board-designated endowment funds | <u>13,728,041</u> | <u>-</u> | <u>-</u> | <u>13,728,041</u> |
| Total funds | <u>\$ 13,728,041</u> | <u>\$ 416,360</u> | <u>\$ 1,385,618</u> | <u>\$ 15,530,019</u> |

Changes in endowment net assets as of December 31, 2015 are as follows:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total Net Endowment Assets</u> |
|---|----------------------|-----------------------------------|-----------------------------------|---|
| Endowment net assets, beginning of year | \$ 14,963,027 | \$ 594,052 | \$ 1,353,913 | \$ 16,910,992 |
| Contributions | 370,535 | - | 31,705 | 402,240 |
| Investment income | (866,823) | - | - | (866,823) |
| Net assets released from restriction | <u>(738,698)</u> | <u>(177,692)</u> | <u>-</u> | <u>(916,390)</u> |
| Endowment net assets, end of year | <u>\$ 13,728,041</u> | <u>\$ 416,360</u> | <u>\$ 1,385,618</u> | <u>\$ 15,530,019</u> |

12. Temporarily Restricted Net Assets

Temporarily restricted net assets at December 31 were comprised of the following:

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Program restrictions: | | |
| Camp | \$ 59,009 | \$ 48,702 |
| Child abuse prevention | 251,015 | 96,079 |
| Early Intervention | 52,130 | - |
| Family counseling | 33,951 | 19,594 |
| Homecare | 96,304 | 61,299 |
| Teen and youth | 204,344 | 148,587 |
| Training | 9,210 | - |
| Subtotal | <u>705,963</u> | <u>374,261</u> |
| Capital campaign restrictions: | | |
| Camp Pavillion | 273,929 | 282,178 |
| Camp Spaulding | 348,776 | 398,552 |
| Renovated teen center | 248,611 | - |
| Teen center | - | 82,005 |
| Union Street | 217,802 | 224,608 |
| Subtotal | <u>1,089,118</u> | <u>987,343</u> |
| Cumulative appreciation on permanently restricted net assets | <u>416,360</u> | <u>594,052</u> |
| Total | <u>\$ 2,211,441</u> | <u>\$ 1,955,656</u> |

13. Net Assets Released from Restriction

Net assets are released from restrictions by incurring expenses satisfying the restricted purpose, or by the passage of time.

14. Defined Contribution Plan

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years-ended December 31, 2015 and 2014, respectively.

15. Operating Leases

The Organization leases office space under the terms of non-cancellable lease agreements that are scheduled to expire at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$150,685 and \$120,966 for the years ended December 31, 2015 and 2014, respectively.

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

| <u>Year</u> | <u>Amount</u> |
|-------------|-------------------|
| 2016 | \$ 82,707 |
| 2017 | 16,217 |
| 2018 | <u>3,621</u> |
| Total | <u>\$ 102,545</u> |

16. Concentrations of Risk

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

The Organization invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position.

17. Subsequent Events

Subsequent events have been evaluated through March 23, 2016, which is the date the consolidated financial statements were available to be issued. Events occurring after that date have not been evaluated to determine whether a change in the consolidated financial statements would be required.

Child and Family Services of New Hampshire

Consolidated Schedule of Operating Expenses
For the Year Ended December 31, 2015

(With comparative totals for the year ended December 31, 2014)

| | Family Counseling | Teen and Youth | Child Abuse Treatment & Family Strengthening | Child Abuse Prevention | Early Intervention | Homecare | Residential | Adoptions and Pregnancy Counseling | Child Advocate | Summer Camp | Total Program | Management and General | Fundraising | 2015 Total | 2014 Total |
|---------------------------------------|----------------------|----------------------|---|------------------------------|-----------------------|--------------|-------------|---|-------------------|----------------|------------------|------------------------------|-------------|---------------|---------------|
| Salaries | \$ 386,721 | \$ 735,345 | \$ 1,418,701 | \$ 1,042,217 | \$ 262,444 | \$ 1,422,861 | \$ - | \$ 72,157 | \$ 76,305 | \$ 6,918 | \$ 5,423,669 | \$ 727,522 | \$ 282,567 | \$ 6,433,758 | \$ 6,624,576 |
| Employee benefits | 37,912 | 110,505 | 169,395 | 188,418 | 51,428 | 52,104 | - | 15,890 | 5,933 | 868 | 842,453 | 100,144 | 53,627 | 796,224 | 782,538 |
| Payroll related costs | 42,020 | 80,081 | 156,201 | 130,975 | 27,403 | 160,253 | - | 6,557 | 6,298 | 749 | 610,537 | 71,687 | 23,687 | 705,911 | 744,367 |
| Mileage reimbursements | 10,057 | 36,837 | 257,134 | 63,013 | 19,450 | 55,953 | - | 2,539 | 312 | 66 | 445,371 | 897 | 2,663 | 448,031 | 481,201 |
| Contracted services | 4,336 | 37,265 | 17,987 | 121,604 | 43,270 | 12,848 | - | 5,713 | 1,387 | 184,193 | 427,903 | 59,698 | 6,148 | 493,749 | 284,863 |
| Assistance to individuals | 27,127 | 192,557 | 459,201 | 118,953 | 3,503 | 12,709 | - | 9,310 | 7,475 | 7,475 | 829,936 | - | - | 829,936 | 676,459 |
| Communications | 10,143 | 38,432 | 39,237 | 26,866 | 5,118 | 16,101 | - | 3,753 | 1,447 | 1,482 | 142,579 | 3,635 | 7,023 | 153,237 | 176,094 |
| Conferences, conventions, meetings | 3,511 | 3,535 | 2,752 | 12,237 | 2,770 | 345 | - | 812 | 2,438 | 3 | 28,403 | 8,779 | 2,551 | 39,733 | 42,887 |
| Depreciation | 31,348 | 47,111 | 74,888 | 89,663 | 10,449 | 12,191 | - | 5,225 | 1,742 | 3,485 | 256,102 | 50,505 | - | 306,607 | 352,689 |
| In kind contributions | 18 | 69,606 | 83,688 | 5,930 | - | - | - | - | - | 1,144 | 160,386 | 4,102 | - | 164,488 | 178,220 |
| Insurance | 5,272 | 10,857 | 19,172 | 20,032 | 3,133 | 9,300 | - | 668 | 595 | 1,461 | 69,490 | 8,318 | 2,406 | 80,214 | 85,224 |
| Interest | 31,358 | 40,082 | 74,936 | 69,708 | 10,456 | 12,199 | - | 5,228 | 1,743 | 3,485 | 249,205 | 50,538 | - | 299,743 | 319,179 |
| Membership dues | 1,040 | 1,379 | 2,617 | 8,140 | 234 | 6,797 | - | 56 | 1,245 | 29 | 21,537 | 21,644 | 2,234 | 45,415 | 20,764 |
| Miscellaneous | 2,652 | 6,651 | 5,542 | 3,428 | 946 | 6,048 | - | 20 | 175 | 448 | 25,520 | 5,274 | 1,895 | 32,689 | 41,975 |
| Occupancy | 39,887 | 134,844 | 102,549 | 69,558 | 7,444 | 28,899 | - | 2,584 | 2,927 | 42,874 | 430,666 | 34,197 | 7,393 | 472,156 | 516,778 |
| Printing and publications | 706 | 3,051 | 10,652 | 14,779 | 1,474 | 5,437 | - | 80 | 1,239 | 247 | 37,676 | 3,707 | 26,126 | 67,508 | 58,858 |
| Professional fees | - | - | - | - | - | - | - | - | - | - | - | 33,284 | - | 33,284 | 41,113 |
| Rental and equipment | - | - | - | - | - | - | - | - | - | - | - | 13,913 | 1,508 | 99,563 | 146,904 |
| Maintenance | 9,114 | 19,421 | 23,313 | 20,876 | 3,257 | 4,955 | - | 1,450 | 568 | 1,178 | 84,142 | 13,913 | 1,508 | 99,563 | 146,904 |
| Supplies | 3,850 | 27,058 | 10,581 | 7,489 | 1,358 | 11,127 | - | 484 | 317 | 57 | 62,331 | 7,791 | 1,702 | 71,824 | 71,871 |
| Travel | 1,406 | 31,456 | 13,972 | 9,242 | 1,654 | 4,941 | - | 83 | 248 | 824 | 63,826 | 56 | 289 | 64,171 | 66,557 |
| Current year totals | \$ 647,488 | \$ 1,626,193 | \$ 2,841,118 | \$ 2,003,028 | \$ 455,791 | \$ 1,844,488 | \$ - | \$ 132,619 | \$ 104,919 | \$ 255,987 | \$ 10,011,631 | \$ 1,205,401 | \$ 421,819 | \$ 11,638,851 | \$ 11,713,117 |
| Prior year totals | \$ 783,780 | \$ 1,657,020 | \$ 3,102,044 | \$ 2,280,351 | \$ 425,562 | \$ 1,850,864 | \$ 55,440 | \$ 144,623 | \$ 107,383 | \$ 232,458 | \$ 10,228,336 | \$ 1,133,968 | \$ 352,913 | \$ 11,713,117 | \$ 11,713,117 |

See Independent Auditors Report.

Board of Trustees

Borja Alvarez de Toledo

President/CEO

Lauren Adams

Suzanne Boulter, MD

Elaine Brody

1st Vice Chair

Bill Conrad

Chair

Maria Devlin

Tiffany Diamond

Lou Kaucic

2nd Vice Chair

Brad Kuster

Peggy Lambert

Secretary

Kirk Leoni

Treasurer

Marilyn Mahoney

Willard "Bud" Martin

Mona Movafaghi

Lyndsee Paskalis

Ken Sheldon

Assistant Treasurer

Stephanie Singleton

Jennifer Stebbins

Lisa Thorne

Borja Alvarez de Toledo, M.Ed.

Professional Profile

- A seasoned leader with more than 15 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

Professional Experience

Child and Family Services of New Hampshire

Manchester, NH

December 2013- Present

~ President and CEO

- Responsible for program planning and development, insuring that CFS meets the community needs.
- Advance the public profile of CFS by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of CFS' assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

Riverside Community Care

Dedham, MA

2009- 2013

~ Division Director, Child and Family Services

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

The Guidance Center, Inc.

Cambridge, MA

1998 - 2009

~ Chief Operating Officer

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

Private Practice in Psychotherapy and Clinical Consultation

Madrid, Spain

1992 - 1998

Universidad Pontificia de Comillas

Madrid, Spain

1991 - 1998

~Adjunct Faculty

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

Centro Médico-Psicopedagógico

Madrid, Spain

1994 - 1997

~Clinical Coordinator/Director of Training.

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

ITAD (Institute for Alcohol and Drug Treatment),

Madrid, Spain

1991- 1994

~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program

- Provided evaluation and treatment for chemically dependent adults and their families.

~ Senior Family Therapist, Couples and Family Therapy Program

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

Charles River Health Management

Boston, MA

1989 - 1991

~ Senior Family Therapist, Home Based Family Treatment Program.

Education

Graduate Certificate of Business

University of Massachusetts, Lowell, 2000.

Master's Degree in Education

Counseling Psychology Program. Boston University, 1989.

B.A. in Clinical Psychology

Universidad Pontificia de Comillas, Madrid, Spain. 1988

Publications

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.), *Social Worker's Desk Reference* (2nd ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field*. Presented at the 19th Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care*. Symposium presented at the 14th Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention*. In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice*. Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program*. In Newman, C., C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

Languages

Fluent in Spanish, French and Italian.

Maria Gagnon, MSW

464 Chestnut Street ■ Manchester, NH 03105 ■ (603) 518-4362 ■ gagnonm@cfsnh.org

SKILLS SUMMARY

~Project Management

~Project Evaluation

~Data to Manage

~Non-Profit Operations

~Budget Development

~Local/Federal Grant Writing

~Strategic Planning

~Staff Recruitment

~Staff supervision

PROFESSIONAL EXPERIENCE

Child and Family Services – Manchester, New Hampshire (2013 to present)

Senior Vice President, Chief Operating Officer

- Work with management team to ensure acceptable standards of professional practice & responsiveness to community needs.
- Support and consult with management team in the assignment, supervision, evaluation & termination of employees.
- Participate in preparation of the annual budget, ensure agency programs are administered within budgetary provisions and maintain proper accounting of funds.
- Participate in developing and coordinating sound welfare programs in the community.
- Participate in community collaborations on the local, regional and national level to increase understanding of agency programs.

FIRST – Manchester, New Hampshire (2011 to 2013)

Director, Corporate & Foundation Relationships

- Manage team of eight to develop and cultivate strategic relationships with donor organizations to raise \$16 million annually. Responsible for hiring, training and supervising staff. Complete employee evaluations and develop goals for professional growth.
- Maintain and grow existing donor accounts by providing strategic vision, leadership, and direction. Set support level goals, develop short & long-term strategies and implement action plans to meet the growth objectives of *FIRST*. Work across departments to ensure adequate funding.
- Personally grew several major accounts by 50% in first year of position. Companies included Boeing, United Technologies, 3M and Grainger.
- Cultivated new relationships with several large companies including: Deloitte, Intel, MasterCard, Hitachi, Good Samaritan Society, AARP and the military.
- Create annual business plan, maintain accurate donor database, develop reports for agency leadership and participate in major event planning. Serve as spokesperson for the agency at national events.

CHILD ADVOCACY CENTER – Hillsborough County, New Hampshire (2010 to 2011)

Executive Director

- Provide strategic leadership & day to day management of the agency. Supervise 4 staff, 2 Americorp Advocates, & student interns. Report directly to the board of directors. Recruit & provide orientation to new board members.
- Grew agency in first year of leadership to include an additional staff person and three new services including: case management, extended forensic interviews and district court advocacy. Met rigorous standards for accreditation through the National Children's Alliance.
- Create annual work plan & budget. Manage funding to support agency operations, write grants and insure appropriate reporting to funding sources.
- Increased budget by 12% in FY2011; exceeded fundraising goals by 66% & served 10% more children. Secure agency funds through grants, contributions by cities & towns, fundraising events and business & individual donations.
- Successfully execute large fundraising events, utilizing staff and volunteer resources. Events include annual gala, triathlon, dance recital, special events & web-based appeal.

- Serve as spokesperson for the organization in the community, through local media outlets and social networks. Provide training to individuals working with children to help with identification of child abuse and to promote responsible reporting.

NEW FUTURES – Exeter, New Hampshire (2005 to 2009)

Director, Adolescent Treatment Initiative and Closing the Treatment Gap Initiative

- Manage \$5 million dollar investment of the New Hampshire Charitable Foundation & \$600,000 investment of the Open Society Institute. Manage & supervise 6 agencies and 15 staff across NH to implement this project.
- Implement evidence based treatment in five communities across the state. Have expanded use of evidence based practice from 1 agency to 7 in three years. Have provided training to more than 100 clinicians in New Hampshire on the use of evidence based treatment approaches.
- Project demonstrated successful outcomes consistent with or above national standards. Success includes reduction in substance use, decrease in illegal activity and alleviation of mental health symptoms. Clients report high treatment satisfaction.
- Create annual work plan and budget. Provide annual progress report to the New Hampshire Charitable Foundation & Open Society Institute.
- Develop data collection methods and identify target indicators. Utilize outcome data to make adjustments to programs to better serve youth, adults and their families.

RECLAIMING FUTURES – Concord, New Hampshire (2002 to 2005)

State Director

- Wrote grant to secure \$1.3 million from the Robert Wood Johnson Foundation for Reclaiming Futures.
- Responsible for hiring, supervising and evaluating work of 6 program staff.
- Demonstrated success in 8 out of 13 project indices including: data sharing, partner involvement, client information, targeted treatment, treatment effectiveness, assessment, family involvement, access to services and involvement with pro-social activities.
- Facilitated 5 year strategic planning process in collaboration with state level advisory board. Developed and implemented yearly work plans.
- Institutionalized screening and assessment protocol in juvenile court system reaching 95% of youth across seven jurisdictions. Screen for risk and protective factors to facilitate connection to appropriate services. Expanded juvenile drug courts from 2 sites to 7 in four years with no additional resources.

ADDITIONAL PROFESSIONAL EXPERIENCE

THE YOUTH COUNCIL – Nashua, New Hampshire (1998-2002)

Director of Operations and Program Development/Clinical Social Worker

RIVIER COLLEGE – Nashua, New Hampshire (2009 to 2011)

Adjunct Faculty, Communications Department Grant Writing Skills

NATIONAL CONSULTANT & TRAINER – Train on substance abuse assessment tools in various locations across the country consult on adolescent treatment issues in juvenile justice (2005- 2011)
Completed feasibility study for the NH Dental Association (2011)

EDUCATION

Master's Degree in Social Work (MSW)

University of New Hampshire, 1998

Bachelor's Degree in Social Work (BSW)

Rivier College, 1991

ANTHONY F. CHEEK, JR.

464 Chestnut St.
Manchester, NH 03105
Phone: (603) 518-4113
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH
01/11- Present **Vice President/CFO**

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.

3/07- 1/11 Fountains America, Inc., Pittsfield, NH
Vice President/Director of Finance

Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH
Director of Finance (3/98-3/07)

Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

- communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

Assistant Controller (2/96-3/98)

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

Boyd's Potato Chip Co., Inc., Lynn, MA

Controller/General Manager

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

EDUCATION:

1986

Bachelor of Science in Business Administration
University of New Hampshire, Durham, NH

COMPUTER SKILLS:

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

Dorothy Gove

464 Chestnut St. ♦ Manchester, NH 03105 ♦ Phone: (603) 518-4305 ♦ Email: govod@cfsnh.org

Highlights of Qualifications:

- ❖ Organized, reliable, and dedicated professional, with a proven track record of success in working independently and assuming increased responsibilities.
- ❖ Outstanding organizational skills, with a talent for “seeing the big picture.”
- ❖ Articulate and persuasive in written and verbal presentations.
- ❖ Advanced numerous individual and business relationships into long term partnerships.

Education:

| | |
|---|---|
| University of New Hampshire Durham, NH | 1983 Bachelor of Science – Nursing |
| St. Joseph Community College Windham, ME | ½ of required credits completed to achieve Master of Science – Health Care Administration. |
| Certified Fund Raising Executive | 2005 |

Experience:

2006 – Current Program Director, Child and Family Services Home Care Program

- ❖ Lead and direct program development, operations, fiscal management, and quality assurance.
- ❖ Patient assessments, referrals, and follow-up
- ❖ Care provider supervision, training, and management

2001 – 2006 Director Development & Community Relations, VNA of Manchester & So. NH

- ❖ Met or exceeded budget raising \$1,000,000 in average annual support.
- ❖ Established VNA Legacy Society with eight members in first year.
- ❖ Established Donor and Memorial Recognition Tree with 83 leaves, acorns, and stones added in one year.
- ❖ Hosted Bi-Monthly Cable Access Television Show bringing health information to viewers.

1997 – 2001 Director Planning & Development, VNA of Manchester & So. NH

- ❖ Established and implemented successful and progressive development programs.
- ❖ Authored and published: Newsletters, brochures, case statements, funding proposals.
- ❖ Implemented and oversaw the annual sales and marketing plan, promoting services while developing and maintaining relationships with physicians, referring facilities, and payers.
- ❖ Led the strategic planning initiatives including market research, interviews, the annual board retreats as well as leading and overseeing work plan implementation.

1986 – 1997 Director Specialty Services, VNA of Manchester & So. NH (formerly Elliot)

Director of Home Health Services, responsible for clinical and financial success of business unit.

- ❖ Responsible for clinical, financial performance and regulatory compliance.

Community/Volunteer:

| | | |
|-------------------|---|------------------------------|
| Past President: | Kiwanis Club of Manchester, NH | Active Member 1994 – Current |
| Graduate: | Leadership Manchester | 2002 |
| Chair & Past Sec. | Manchester Regional Area Committee on Aging | 2000 - 2009 |

Child and Family Services of New Hampshire

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------------|------------------|-----------|---------------------------|--------------------------------|
| Borja Alvarez de Toledo | CEO | \$162,510 | 0 | 0 |
| Maria Gagnon | COO | \$102,586 | 0 | 0 |
| Anthony Cheek | CFO | \$100,339 | 0 | 0 |
| Dorothy Gove | Program Director | \$71,968 | 60% | \$43,181 |
| | | | | |

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-04)

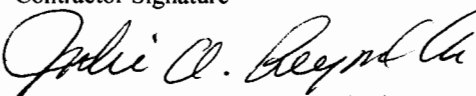

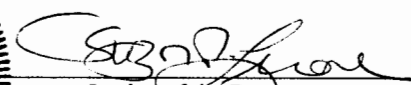
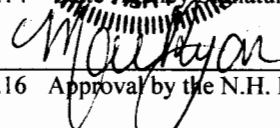
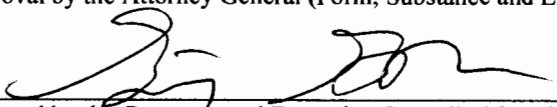
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Cornerstone VNA | | 1.4 Contractor Address 178 Farmington Road Rochester, NH 03867 | |
| 1.5 Contractor Phone Number 603-332-1133 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$218,622.42 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Julie A. Reynolds, CEO | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Nov. 18, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Name of Notary Public or Justice of the Peace   | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Suzan P. Heese, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>11/30/16</u> Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*Workers' Compensation*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A **Scope of Services**

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.
 - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
 - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.
 - 2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.
 - 2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

- 2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

Handwritten initials in black ink, appearing to be 'JA' or similar, written over a horizontal line.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.
- 2.2.14. Notice of Failure to meet Service Obligations
- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
- 2.2.14.1.1. Reducing hours of operation.
- 2.2.14.1.2. Changing a geographic service area.
- 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
- 2.2.14.2.1. The reasons for the inability to deliver services.
- 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

Handwritten initials in black ink, appearing to be 'JL'.



fashion for the number of clients and geographic area as identified in this Agreement.


- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.


11-17-16



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
 - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
 - 5.1.7. Unmet need/waiting list.
 - 5.1.8. Lengths of time clients are on a waiting list.
 - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
 - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
- 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.


Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

| 01/01/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 6,364 | \$9.58 | \$60,967.12 |
| In Home Care Services (Title III) | 1/2 Hour | 0 | \$9.58 | \$0.00 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 120 | \$12.50 | \$1,500.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 12,728 | \$9.58 | \$121,934.24 |
| In Home Care Services (Title III) | 1/2 Hour | 0 | \$9.58 | \$0.00 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 239 | \$12.50 | \$2,987.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 3,182 | \$9.58 | \$30,483.56 |
| In Home Care Services (Title III) | 1/2 Hour | 0 | \$9.58 | \$0.00 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 60 | \$12.50 | \$750.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

Contractor Initials: 

Date: 11-17-16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

11/17/2016
Date


Name: Julie Reynolds
Title: CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

11/17/2016

Date

Name: Julie Reynolds

Title: CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).


LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/17/2016

Date


Name: Julie Reynolds
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

A handwritten signature in black ink, appearing to be the initials 'JK' or similar, written over a horizontal line.

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/17/2016
Date

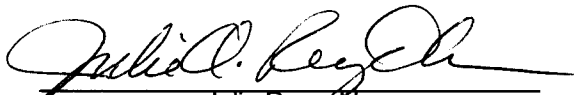

Name: Julie Reynolds
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/17/2016
Date


Name: Julie Reynolds
Title: CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

A handwritten signature in black ink, appearing to be 'R' or similar, written over a horizontal line.



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

Handwritten initials in black ink, appearing to be 'JA' or similar, written over a horizontal line.



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State
Maureen Ryan

Signature of Authorized Representative
Maureen Ryan

Name of Authorized Representative
Director, OHS

Title of Authorized Representative
11/30/16

Date

Cornerstone VNA

Name of the Contractor
Julie A. Reynolds

Signature of Authorized Representative
Julie A. Reynolds

Name of Authorized Representative
Chief Executive Officer

Title of Authorized Representative
11/17/2016

Date

Contractor Initials *JR*

Date *11-17-16*



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *Cornerstone VNA*

11/17/2016
Date

Julie Reynolds CEO
Name: Julie Reynolds
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

 X NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

 NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

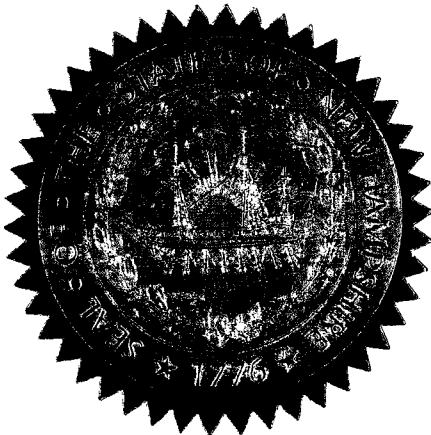
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CornerStone VNA is a New Hampshire nonprofit corporation formed January 4, 1967. 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 12th day of April A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Sharla Rollins, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Cornerstone VNA.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/17/2016:
(Date)

RESOLVED: That the _____ Chief Executive Officer _____
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 18 day of November, 2016.
(Date Contract Signed)

4. Julie Reynolds is the duly elected Chief Executive Officer _____
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Sharla Rollins
(Signature of the Elected Officer)

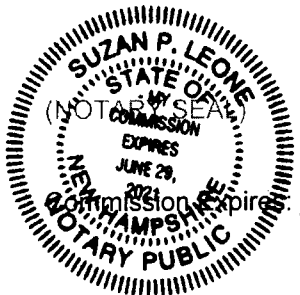
STATE OF NEW HAMPSHIRE

County of Carroll

The forgoing instrument was acknowledged before me this 30 day of Nov, 2016.

Sharla Rollins
By Suzanne Leone
(Name of Elected Officer of the Agency)

Suzanne Leone
(Notary Public/Justice of the Peace)



Commission expires 4/29/2021



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/24/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|---|--------|
| PRODUCER Phil Richard Insurance, Inc. 27 Garden Street Unit 1B Danvers, MA 01923 | CONTACT NAME: Joyce M Keller | |
| | PHONE (AGC No. Ext): (978) 774-4338 x115 FAX (AGC No.): (978) 774-1318 E-MAIL: joyce@philrichardinsurance.com ADDRESS: joyce@philrichardinsurance.com | |
| INSURED Cornerstone VNA 178 Farmington Road Rochester, NH 038674352 | INSURER(S) AFFORDING COVERAGE | NAIC # |
| | INSURER A: Philadelphia Insurance Company | 23850 |
| | INSURER B: Atlantic Charter | 44326 |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDRESS | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---------|----------------------------|--------------------------|--------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | PHPK1515074 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY | | PHPK1515074 | 07/01/2016 | 07/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | PHUB546245 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | WCA00539905 | 07/01/2016 | 07/01/2017 | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Medical Malpractice Insurance Human Service Professional Liability Sexual or Physical Abuse/Molestation | | PHPK1515074 PHPK1515074 | 07/01/2016 07/01/2016 | 07/01/2017 07/01/2017 | Per Accident/Aggregate \$1,000,000/3,000,000 Per Accident/Aggregate \$1,000,000/3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

| | |
|---|---|
| CERTIFICATE HOLDER | CANCELLATION |
| DHHS, State of NH 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |

© 1988-2015 ACORD CORPORATION. All rights reserved.



CORNERSTONE VNA
HOME • HEALTH • HOSPICE

Trusted Care since 1913

MISSION STATEMENT

“The Mission of Cornerstone VNA is “to promote the optimum level of well-being, independence and dignity of those living in the community by providing trusted, compassionate and expert health care.”

VISION STATEMENT

We aspire to be the preferred provider of home health and hospice care in every community we serve.

CORE VALUES

- **TRUST**
- **RESPECT**
- **UNDERSTAND**
- **SUPPORT**
- **TEACH**



CORNERSTONE VNA



FINANCIAL STATEMENTS

December 31, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cornerstone VNA

We have audited the accompanying financial statements of Cornerstone VNA, which comprise the balance sheet as of December 31, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
Cornerstone VNA
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone VNA as of December 31, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements for the year ended December 31, 2014 were audited by Brad Borbidge, P.A., who subsequently merged with Berry Dunn McNeil & Parker, LLC, and whose report dated May 21, 2015 expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 17, 2016

CORNERSTONE VNA

Balance Sheets

December 31, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 966,317 | \$ 787,074 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$155,815 in 2015 and \$98,261 in 2014 | 1,634,791 | 1,449,415 |
| Prepaid expenses | <u>129,216</u> | <u>157,039</u> |
| Total current assets | 2,730,324 | 2,393,528 |
| Investments and assets limited as to use | 1,633,109 | 1,612,911 |
| Beneficial interest in perpetual trust | 827,141 | 848,929 |
| Property and equipment, net | <u>572,855</u> | <u>698,050</u> |
| Total assets | <u>\$ 5,763,429</u> | <u>\$ 5,553,418</u> |

LIABILITIES AND NET ASSETS

| | | |
|---|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 263,037 | \$ 173,409 |
| Accrued payroll and related expenses | 683,251 | 596,180 |
| Deferred revenue | <u>426,248</u> | <u>367,549</u> |
| Total current liabilities and total liabilities | <u>1,372,536</u> | <u>1,137,138</u> |
| Net assets | | |
| Unrestricted | 3,563,752 | 3,567,351 |
| Permanently restricted | <u>827,141</u> | <u>848,929</u> |
| Total net assets | <u>4,390,893</u> | <u>4,416,280</u> |
| Total liabilities and net assets | <u>\$ 5,763,429</u> | <u>\$ 5,553,418</u> |

The accompanying notes are an integral part of these financial statements.

CORNERSTONE VNA
Statements of Operations
Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|---------------------|
| Operating revenue | | |
| Patient service revenue | \$ 9,690,313 | \$ 8,903,004 |
| Provision for bad debt | <u>(148,430)</u> | <u>(53,281)</u> |
| Net patient service revenue | 9,541,883 | 8,849,723 |
| Grants | 89,739 | 73,981 |
| Municipal appropriations | 69,966 | 61,292 |
| United Way | 7,625 | 8,272 |
| Other revenue | <u>598</u> | <u>3,128</u> |
| Total operating revenue | <u>9,709,811</u> | <u>8,996,396</u> |
| Operating expenses | | |
| Salaries and benefits | 8,106,609 | 7,709,641 |
| Professional fees and contract services | 85,884 | 117,434 |
| Transportation | 334,067 | 323,199 |
| Program supplies and expense | 581,475 | 496,241 |
| Occupancy | 36,197 | 36,088 |
| Depreciation | 145,614 | 158,378 |
| Other operating expenses | <u>507,155</u> | <u>529,822</u> |
| Total operating expenses | <u>9,797,001</u> | <u>9,370,803</u> |
| Operating loss | <u>(87,190)</u> | <u>(374,407)</u> |
| Other revenue and gains (losses) | | |
| Contributions | 57,744 | 59,994 |
| Investment income | 77,710 | 94,328 |
| Change in fair value of investments | (53,363) | 35,190 |
| Gain on disposal of fixed assets | <u>1,500</u> | <u>1,410</u> |
| Total other revenue and gains (losses) | <u>83,591</u> | <u>190,922</u> |
| Deficit of revenues over expenses | (3,599) | (183,485) |
| Other changes in unrestricted net assets | | |
| Contribution for capital acquisition | <u>-</u> | <u>17,500</u> |
| Decrease in unrestricted net assets | <u>\$ (3,599)</u> | <u>\$ (165,985)</u> |

The accompanying notes are an integral part of these financial statements.

CORNERSTONE VNA

Statements of Changes in Net Assets

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Unrestricted net assets | | |
| Deficit of revenues over expenses and decrease in unrestricted net assets | \$ (3,599) | \$ (183,485) |
| Contribution for capital acquisition | <u>-</u> | <u>17,500</u> |
| Change in unrestricted net assets | (3,599) | (165,985) |
| Permanently restricted net assets | | |
| Change in fair value of beneficial interest in perpetual trust | <u>(21,788)</u> | <u>(12,199)</u> |
| Change in net assets | (25,387) | (178,184) |
| Net assets, beginning of year | <u>4,416,280</u> | <u>4,594,464</u> |
| Net assets, end of year | <u>\$ 4,390,893</u> | <u>\$ 4,416,280</u> |

The accompanying notes are an integral part of these financial statements.

CORNERSTONE VNA
Statements of Cash Flows
Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (25,387) | \$ (178,184) |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 145,614 | 158,378 |
| Provision for bad debt | 148,430 | 53,281 |
| Gain on disposal of fixed assets | (1,500) | (1,410) |
| Change in fair value of investments | 53,363 | (35,190) |
| Contribution for capital acquisition | - | 17,500 |
| Change in fair value of beneficial interest in perpetual trust held by others | 21,788 | 12,199 |
| (Increase) decrease in the following assets | | |
| Patient accounts receivable | (333,806) | (303,345) |
| Other receivables | - | 219 |
| Prepaid expenses | 27,823 | (3,431) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable | 89,628 | 65,439 |
| Accrued payroll and related expenses | 87,071 | 80,302 |
| Deferred revenue | <u>58,699</u> | <u>(96,659)</u> |
| Net cash provided (used) by operating activities | <u>271,723</u> | <u>(230,901)</u> |
| Cash flows from investing activities | | |
| Purchases of investments | (175,066) | (166,259) |
| Proceeds from sale of investments | 101,505 | 85,679 |
| Capital expenditures | <u>(18,919)</u> | <u>(79,591)</u> |
| Net cash used by investing activities | <u>(92,480)</u> | <u>(160,171)</u> |
| Cash flows from financing activities | | |
| Contribution for capital acquisition | <u>-</u> | <u>(17,500)</u> |
| Net increase (decrease) in cash and cash equivalents | 179,243 | (408,572) |
| Cash and cash equivalents, beginning of year | <u>787,074</u> | <u>1,195,646</u> |
| Cash and cash equivalents, end of year | <u>\$ 966,317</u> | <u>\$ 787,074</u> |

The accompanying notes are an integral part of these financial statements.

CORNERSTONE VNA
Notes to Financial Statements
December 31, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Cornerstone VNA (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home health, hospice, and community health promotion services in Rochester, New Hampshire and the surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

The Association has cash deposits ,including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

CORNERSTONE VNA
Notes to Financial Statements
December 31, 2015 and 2014

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|-------------------|------------------|
| Balance, beginning of year | \$ 98,261 | \$ 80,326 |
| Provision | 148,430 | 53,281 |
| Write-offs | <u>(90,876)</u> | <u>(35,346)</u> |
| Balance, end of year | <u>\$ 155,815</u> | <u>\$ 98,261</u> |

The increase in the 2015 provision is primarily due to increased Medicare denials, a home health industry-wide issue.

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess (deficit) of revenues over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the board or restricted by donors.

Beneficial Interest in Perpetual Trust

The Association is an income beneficiary of a perpetual trust administered by others. Although the Association does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Association. There are no restrictions on the use of this income. The Association's share of trust principal is recognized as permanently restricted net assets at fair value. Changes in fair value are recognized as increases and/or decreases in the permanently restricted net assets. Annual income distributions are recognized as increases in unrestricted net assets.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the years ended December 31, 2015 and 2014.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

CORNERSTONE VNA
Notes to Financial Statements
December 31, 2015 and 2014

2. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

| | <u>2015</u> | <u>2014</u> |
|---|-------------------------|-------------------------|
| Cash and cash equivalents | \$ 196,853 | \$ 134,696 |
| Certificates of deposit | 409,339 | 405,467 |
| Debt instruments | | |
| U.S. Government and agency | 25,179 | 15,064 |
| Corporate | <u>156,735</u> | <u>198,549</u> |
| Total debt instruments | <u>181,914</u> | <u>213,613</u> |
| Marketable equity securities | 317,359 | 359,595 |
| Mutual funds | | |
| Equity funds | 333,858 | 376,245 |
| Fixed income funds | 117,737 | 89,231 |
| International funds | 76,049 | 34,064 |
| Beneficial interest in perpetual trust | <u>827,141</u> | <u>848,929</u> |
| Total investments | <u>\$ 2,460,250</u> | <u>\$ 2,461,840</u> |
| Comprised of: | | |
| Long-term assets (undesignated) | \$ 522,757 | \$ 520,604 |
| Board designated assets limited as to use | 1,110,352 | 1,092,307 |
| Beneficial interest in perpetual trust | <u>827,141</u> | <u>848,929</u> |
| Total investments | <u>\$ 2,460,250</u> | <u>\$ 2,461,840</u> |

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

CORNERSTONE VNA
Notes to Financial Statements
December 31, 2015 and 2014

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market values of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate bonds, which are measured using level 2 inputs based on quoted market prices of similar assets, and the beneficial interest in perpetual trust which is measured at level 3 inputs based on quoted market prices of the Association's share of the assets included in the trust held by the trust administrators.

Investment income and gains (losses) for investments and assets limited as to use, cash equivalents, and other investments are included in other income and are comprised of the following:

| | <u>2015</u> | <u>2014</u> |
|--|--------------------|-------------------|
| Unrestricted net assets | | |
| Investment income | \$ - | \$ 94,328 |
| Change in fair value of investments | (53,363) | 35,190 |
| Permanently restricted net assets | | |
| Change in market value in beneficial interest in perpetual trust | <u>(21,788)</u> | <u>(12,199)</u> |
| Total | <u>\$ (75,151)</u> | <u>\$ 117,319</u> |

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust investments held by others:

| | |
|------------------------|---------------------|
| December 31, 2013 | \$ 861,128 |
| Change in market value | <u>(12,199)</u> |
| December 31, 2014 | 848,929 |
| Change in market value | <u>(21,788)</u> |
| December 31, 2015 | <u>\$ 1,697,858</u> |

CORNERSTONE VNA
Notes to Financial Statements
December 31, 2015 and 2014

3. Property and Equipment

Property and equipment consists of the following:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|-----------------------|-----------------------|
| Land | \$ 50,485 | \$ 50,485 |
| Land improvements | 48,532 | 43,532 |
| Building and improvements | 837,005 | 832,529 |
| Furniture, fixtures, and equipment | <u>1,090,187</u> | <u>1,469,717</u> |
| Total cost | 2,026,209 | 2,396,263 |
| Less accumulated depreciation | <u>1,453,354</u> | <u>1,698,213</u> |
| Property and equipment, net | <u>\$ 572,855</u> | <u>\$ 698,050</u> |

4. Patient Service Revenue

Patient service revenue is as follows:

| | <u>2015</u> | <u>2014</u> |
|--------------------------|-------------------------|-------------------------|
| Medicare | \$ 7,386,095 | \$ 6,901,627 |
| Medicaid | 337,152 | 220,190 |
| Other third-party payers | 1,549,723 | 1,497,541 |
| Private pay | <u>417,343</u> | <u>283,646</u> |
| Total | <u>\$ 9,690,313</u> | <u>\$ 8,903,004</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2015 and 2014

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$261,309 and \$205,573 for the years December 31, 2015 and 2014, respectively.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and United Way and municipal appropriations.

5. Retirement Plan

The Association has a 403(B) retirement plan. The retirement plan expense was \$132,450 and \$125,073 for the years ended December 31, 2015 and 2014, respectively.

6. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 8,872,070 | \$ 8,475,125 |
| Administrative and general | <u>924,931</u> | <u>895,678</u> |
| Total | <u>\$ 9,797,001</u> | <u>\$ 9,370,803</u> |

7. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable by funding source:

| | <u>2015</u> | <u>2014</u> |
|----------|--------------|--------------|
| Medicare | 73 % | 74 % |
| Other | <u>27</u> | <u>26</u> |
| Total | <u>100 %</u> | <u>100 %</u> |

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2015 and 2014

8. Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2015 and 2014, nor are there any unasserted claims or incidents, which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 17, 2016, which is the date the financial statements were available to be issued.



BOARD MEMBERS 2016

Susan Y. Gaudiello, President

Sharla Rollins, V. P.

Paul Drager, J. D., Treasurer

Ruth Henderson, Secretary

Archana Bhargava, MD

Jean Corvinus

Cathy DiPentima

Kimberlyn Edgerly

Jacqueline Fitzpatrick, RN, MS, NP, CNE

Brian Gasbarro

TJ Jean

Frank Smart

JULIE REYNOLDS

PROFESSIONAL EXPERIENCE:

Cornerstone VNA (formerly Rochester District VNA) 2013 – Present

Chief Executive Officer – Responsible for Board Relations, Program Development, Staffing and Personnel, Fiscal Management, Community Relationships.

Rochester District Visiting Nurse Association dba Your VNA

Formerly Rural District VNA 1997 – 2013

RN, Chief Clinical Officer – Responsible for Clinical Administration and overall agency administrator in the absence of the Chief Executive Officer.

Responsible for the ongoing coordination, supervision of Team Managers, Support Service Manager, Rehab Manager, Social Work Manager and Nursing Specialty staff. Supervised and coordinated the Senior Companion Program/Volunteer Visitor Program through training and interacting with volunteers, companions and administration. Function as Agency liaison with other health care practitioners and represent the agency in community and state activities; especially with the Discharge Coordinators, Social Services at hospitals, physicians and other referral sources.

RN, Nursing Coordinator - 1994 - 1997

Supervision and coordination of the Home Care Program. Participated in all activities relevant to the professional services provided.

Home Health VNA 1988 – 1994

Staff Nurse and Team Leader

Hale Hospital 1987

Nurse Manager

Staff RN

1984 - 1987

Staff LPN

1978 – 1984

EDUCATION:

2008 Master of Science - Management
New England College

2005 Bachelor Degree – Health Care Administration
Granite State College

Management Seminars

1993 Diabetic Educator Certificate Program
Dartmouth Hitchcock Medical Center

1984 Associate Degree in Science of Nursing
Northern Essex Community College

1978 Licensed Practical Nurse
Whittier Regional Vocational – Technical College

PROFESSIONAL AFFILIATIONS:

Home Care Association of New Hampshire
Rural Home Care Network

JANICE M.R.HOWARD

OBJECTIVE

Coordination and oversight of all aspects of care provided by Companions, In Home Care Services Staff/HMK, Licensed Nursing Assistants, Personal Care Service Providers, as well as the Life Care Administrative Assistant. Attends meetings and other events as appropriate; functioning as an agency liaison in community/state activities. Maintain compliance with federal, state, and local regulatory agencies. Promote a positive work environment for all agency staff.

WORK EXPERIENCE

2013 to Present Cornerstone VNA – *Life Care Director (April 2014 title change to Life Care Director March 6, 2013 Cornerstone VNA Rochester NH*

Support Services & Adult Day Care Manager

- Responsible for coordination of services, increasing our visibility in the community. Accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Ensure quality and safe operations of the Adult Day Center, in compliance with Agency policy & procedures and state regulations
- Supervision, coordination, and over sight of all aspects of care provided by Companions, Homemakers, and Personal Care Service Providers.
- Supervision of Support Services employees & Scheduler
- Promote a positive work environment

2002-2004 RRDVNS & Hospice Rochester, NH
HMK Coordinator (HCA Coordinator as of 1/1/03).

- Supervise and Coordinate Homemaking staff
- Responsible for coordination of services, accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Case management for homemaking only clients.
- Complete Homemaker referral process and verify reimbursement documentation.
- Promote a positive work environment

2000-2002 RRDVNS & Hospice Rochester, NH
Medical Supply Coordinator

- Ordering of supplies.
- Inventory
- Supervise assistant supply coordinator
- Complete cost comparison two times per year.

1999-2002 RRDVNS & Hospice Rochester, NH

HCA/HMK Scheduler

- Schedule HMK and HCA's.
- Check day sheets for errors.
- Entered patient information into database, generate Pt. P.O.C.
- Schedule and coordinate HCA/HMK Introduction to services.
- Assisted supervisor with other office tasks as needed.

1988-2000 Rural District VNA Farmington, NH

Certified Nursing Assistant

- Assisted patients with ADL's and other tasks designated by the patient individual plan of care

EDUCATION

1989 Home Health Aide Certification Mark H. Wentworth Home Portsmouth, NH

1980-1981 Certified Nursing Assistant Program Rochester Manor, Inc.
Rochester, NH

1974-1977 Farmington High School Farmington, NH
College Preparatory Course of study.
Media & Communications 1975-1977

SKILLS

Windows 95/98, Office 97.

Able to manage Excel spreadsheets.

Work and communicate well with others.

COMMITTEES

2013- Present Cornerstone VNA Safety Committee

2013- Present Business Development

2013- Present Tracking Team

2013- Present Cornerstone VNA Advancement Committee

2001-2002 Ergonomics Team RRDVNS & Hospice

1994-1997 Professional Advisory Committee Rural District VNA

1995-1996 Safety Committee Rural District VNA

CHERYL BERGMAN

PROFESSIONAL HISTORY

CORNERSTONE VNA, Rochester, NH 2008-present
BILLING/BILLING MANAGER

CIGNA/HEALTHSOURCE NH, Concord, NH 1997-1999
POINT OF SERVICE CLAIMS SUPERVISOR

- Resolved complex claims issues.
- Acted as a resource for staff and other departments.
- Reviewed high dollar claims for accuracy.
- Participated in internal and external audits. Ensured customer services standards were met.
- Summarized, analyzed and provided feedback to individuals and management on the results of claims metrics.
- Ensured that appropriate ethical standards, business and employment practices were communicated, enacted and monitored for full compliance.
- Created a high performance work culture by hiring, developing and retaining the highest quality people.
- Ensured staff had all tools necessary to meet production and quality standards.

HEALTH SOURCE, NH, Concord, NH 1994-1999
CLAIMS ANALYST/SENIOR CLAIMS ANALYST

- Adjudicated Point of Service claims and determined eligibility of charges by following manual guidelines.
- Identified possible Coordination of Benefits, Workers Compensation and Subrogation cases.
- Contacted medical service providers to obtain missing information for claims processing.
- Maintained suspended bills and processed on a timely basis.
- Revised claims processing manuals.
- Assisted other analysts with questions.

WILLIS CORROON OF NEW HAMPSHIRE, Rochester, NH 1990-1994
GROUP CLAIMS SPECIALIST

- Adjudicated self funded claims and conducted investigations.
- Maintained close contact with clients to ensure proper interpretation and servicing of their insurance plans.
- Assisted in resolution of problems and addressed issues for subscribers.
- Administered short term and total disability benefits.

Coordinated company stop-loss reimbursements.
Assisted with new account implementation and renewal processing.
Reviewed plan documents for updating.

PRUDENTIAL INSURANCE COMPANY, Lawrence, MA & Albany, NY 1984-1986; 1988-1989
GROUP CLAIMS EXAMINER

Adjudicated claims and determined eligibility of charges.
Verified coverage and researched information to avoid duplication.
Confirmed coverage and benefits.
Assisted in resolution of problems and addressed issues for subscribers and company contacts.

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------|-------------------------|---------|---------------------------|--------------------------------|
| Julie Reynolds | Chief Executive Officer | 159,900 | .05% | \$799.50 |
| Janice Howard | Life Care Director | 62,000 | 5% | \$3100.00 |
| Cheryl Bergman | Billing Manager | 50,624 | 1% | \$506.00 |
| | | | | |
| | | | | |

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-05)

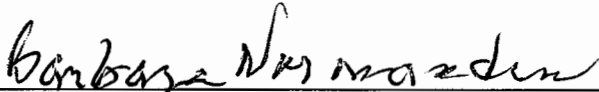
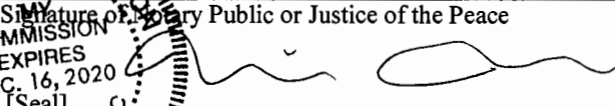
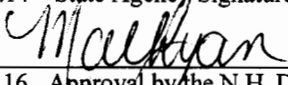
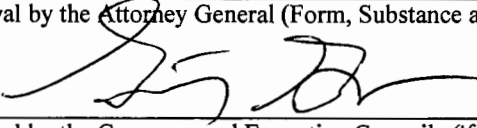
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Franklin VNA & Hospice | | 1.4 Contractor Address 75 Chestnut Street Franklin, NH 03235 | |
| 1.5 Contractor Phone Number 603-934-3454 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$115,084.54 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Barbara Normandin Executive Director | |
| 1.13 Acknowledgement: State of <u>New Hampshire</u> , County of <u>Merrimack</u> On <u>November 22, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity stated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Nicholas Johnson, Finance Manager | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>12/6/16</u> Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/6/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Merrimack County. The Contractor shall ensure service areas include the towns of:
 - 1.3.1. Andover, Boscawen, Canterbury, Franklin, Hill, Northfield, Salisbury, Webster.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).

BN

11/22/16



- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
 - 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
 - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;

BN

11/22/16



- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
- 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
- 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

RN

11/22/16



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

BN

11/22/16



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 2.2.9.4.2. Declining mental or physical health of the caregiver.
 - 2.2.9.4.3. Declining mental or physical health of the individual.
 - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
 - 2.2.9.4.5. Length of time on the wait list.
 - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
 - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

BN

11/22/16



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

| 01/01/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 3,095 | \$9.58 | \$29,650.10 |
| In Home Care Services (Title III) | 1/2 Hour | 337 | \$9.58 | \$3,228.46 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 6,190 | \$9.58 | \$59,300.20 |
| In Home Care Services (Title III) | 1/2 Hour | 674 | \$9.58 | \$6,456.92 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 1,548 | \$9.58 | \$14,829.84 |
| In Home Care Services (Title III) | 1/2 Hour | 169 | \$9.58 | \$1,619.02 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 0 | \$12.50 | \$0.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

Contractor Initials: BN

Date: 11/28/16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

BN

11/32/14



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

BN

11/22/10



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name: Franklin VNA & Hospice

11/22/16
Date

Barbara Normandin
Name: Barbara Normandin
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

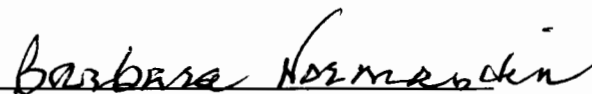
The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-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: Franklin VNA & Hospice

11/22/16
Date


Name: Barbara Normandin
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

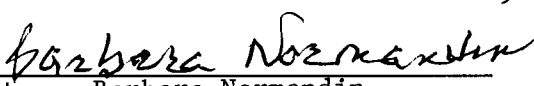
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Franklin VNA & Hospice

11/22/16
Date


Name: Barbara Normandin
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

BN

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/13/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Franklin VNA & Hospice

11/22/16
Date

Barbara Normandin
Name: Barbara Normandin
Title: Executive Director

Exhibit G

Contractor Initials

BN

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/22/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Franklin VNA & Hospice

11/22/16
Date

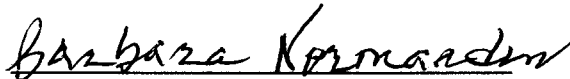

Name: Barbara Normandin
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

BN

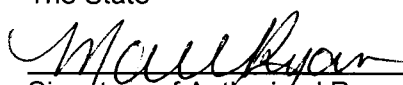

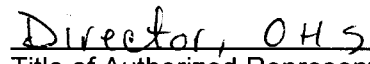
11/27/12



Exhibit I

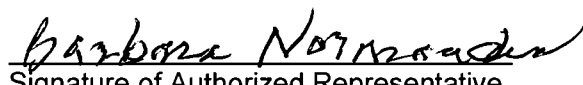
- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

 The State

 Signature of Authorized Representative

 Name of Authorized Representative

 Title of Authorized Representative
 12/6/16

 Date

Franklin VNA & Hospice

 Name of the Contractor

 Signature of Authorized Representative
 Barbara Normandin

 Name of Authorized Representative
 Executive Director

 Title of Authorized Representative
 11/22/16

 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Franklin VNA & Hospice

11/22/16
Date


Barbara Normandin
Name: Barbara Normandin
Title: Executive Director

Contractor Initials BN
Date 11/22/16



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 013925176
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

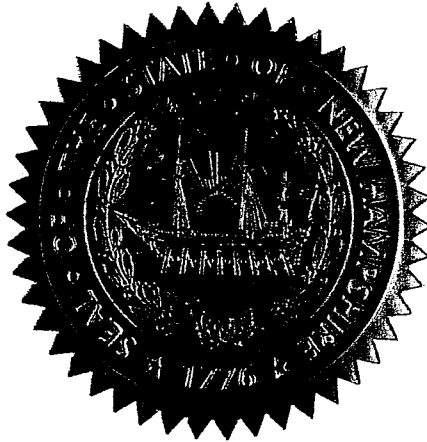
BN

11/22/10

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE VISITING NURSE ASSOCIATION OF FRANKLIN is a New Hampshire nonprofit corporation formed November 13, 1944. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 14th day of September A.D. 2016

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Karen Grzelak, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Franklin VNA & Hospice.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 11/22/16:
(Date)

RESOLVED: That the Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to
execute any and all documents, agreements and other instruments, and any amendments, revisions,
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of
the 22 day of November, 2016.
(Date Contract Signed)

4. Barbara Normandin is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Karen Grzelak
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

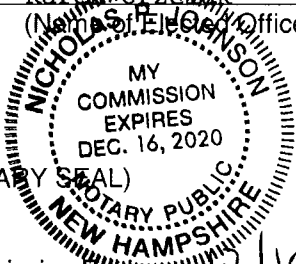
County of Merrimack

The forgoing instrument was acknowledged before me this 22 day of November, 2016,

By Karen Grzelak
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)



Commission Expires 12/16/2020

Client#: 1038555

VNAFRA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

9/07/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|--|-----------------|
| PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123 | CONTACT NAME: | |
| | PHONE (A/C, No, Ext): 855 874-0123 | FAX (A/C, No): |
| INSURED VNA of Franklin 75 Chestnut Street Franklin, NH 03235 | E-MAIL ADDRESS: | |
| | INSURER(S) AFFORDING COVERAGE | |
| | INSURER A: Technology Insurance Company, I | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| INSURER E: | | |
| INSURER F: | | |
| | | NAIC # 42376 |

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|-------------------------------------|-----------|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | | EACH OCCURRENCE | \$ |
| | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | | | COMBINED SINGLE LIMIT (Ea accident) | \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$ | | | | | | EACH OCCURRENCE | \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | TWC3564550 | 07/01/2016 | 07/01/2017 | PER STATUTE | OTH-ER |
| | | | | | | | E.L. EACH ACCIDENT | \$500,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | \$500,000 |


DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate covers all operations usual & customary to the insureds business of home health and hospice care.

This certificate covers all operations usual and customary to the insureds business as a home healthcare and hospice provider.

CERTIFICATE HOLDER

CANCELLATION

| | |
|---|--|
| DHHS State of New Hampshire Bureau of Elderly & Adult Services 129 Pleasant St. Concord, NH 03301-3857 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE  |

© 1988-2014 ACORD CORPORATION. All rights reserved.

ACORD 25 (2014/01) 1 of 1
 #S18552565/M18272662

The ACORD name and logo are registered marks of ACORD

SHEZP



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|---|---|--------------------------------------|
| PRODUCER Infantine Insurance P. O. Box 5125 Manchester NH 03108 | CONTACT NAME: Gail Shaw PHONE (A/C, No, Ext): (800) 937-0704 E-MAIL ADDRESS: gshaw@infantine.com | FAX (A/C, No): (603) 669-6831 |
| | INSURER(S) AFFORDING COVERAGE | |
| INSURED Visiting Nurse Association of Franklin, DBA: 75 Chestnut Street Franklin NH 03235 | INSURER A: American Alternative Ins Corp | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: | |
| | INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** 2016 - 2017 MASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | 305489603 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000 |
| A | AUTOMOBILE LIABILITY <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 | | | 305489603 | 1/1/2016 | 1/1/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | 535061703 | 1/1/2016 | 1/1/2017 | EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | | N/A | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| A | | | | 270034203 | 1/1/2016 | 1/1/2017 | |

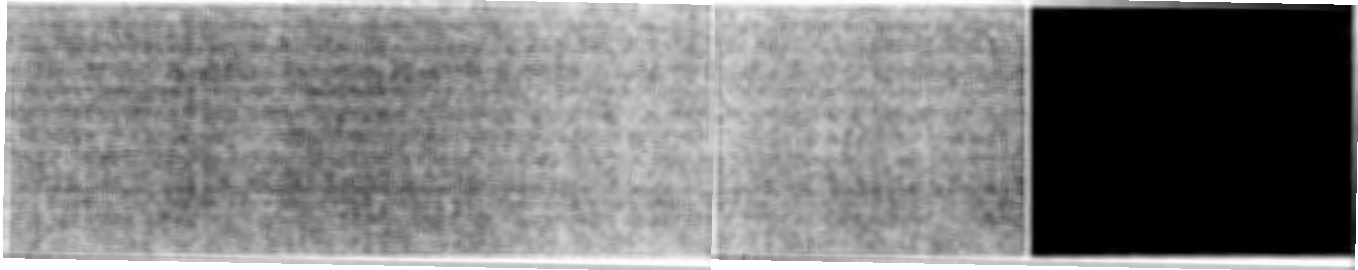
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Various work throughout the policy term.

| | |
|--|--|
| CERTIFICATE HOLDER Catherine.a.cormier@dhhs.s DHHS State of New Hampshire Att: Catherine A. Cormier 129 Pleasant St. Concord, NH 03301 | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Charles Hamlin/GMS <i>Charles Hamlin</i> |
|--|--|



MISSION STATEMENT

The mission of the Visiting Nurse Association of Franklin is to provide quality home health care, Hospice care, and education to individuals and families in our communities so that they may reach their highest level of independence.



THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE

Franklin 
VNA & Hospice

FINANCIAL STATEMENTS

December 31, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Visiting Nurse Association of Franklin
d/b/a Franklin Visiting Nurse Association & Hospice

We have audited the accompanying financial statements of The Visiting Nurse Association of Franklin, d/b/a Franklin Visiting Nurse Association & Hospice, which comprise the balance sheet as of December 31, 2015, and the related statements of operations and changes in net assets and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Board of Directors
The Visiting Nurse Association of Franklin
d/b/a Franklin Visiting Nurse Association & Hospice
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Visiting Nurse Association of Franklin, d/b/a Franklin Visiting Nurse Association & Hospice, as of December 31, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements for the year ended December 31, 2014 were audited by Brad Borbidge, P.A., who subsequently merged with Berry Dunn McNeil & Parker, LLC, and whose report dated February 24, 2015 expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 1, 2016

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Balance Sheets

December 31, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 758,611 | \$ 797,211 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$69,385 in 2015 and \$60,214 in 2014 | 305,639 | 286,956 |
| Prepaid expenses | <u>21,305</u> | <u>20,259</u> |
| Total current assets | 1,085,555 | 1,104,426 |
| Investments | 2,246,870 | 2,259,096 |
| Property and equipment, net | <u>91,607</u> | <u>113,789</u> |
| Total assets | <u>\$ 3,424,032</u> | <u>\$ 3,477,311</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 33,470 | \$ 32,167 |
| Accrued payroll and related expenses | 117,688 | 114,938 |
| Deferred revenue | <u>127,343</u> | <u>110,223</u> |
| Total current liabilities | 278,501 | 257,328 |
| Net assets | | |
| Unrestricted | <u>3,145,531</u> | <u>3,219,983</u> |
| Total liabilities and net assets | <u>\$ 3,424,032</u> | <u>\$ 3,477,311</u> |

The accompanying notes are an integral part of these financial statements.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Statements of Operations and Changes in Net Assets

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Operating revenue | | |
| Patient service revenue | \$ 1,984,702 | \$ 2,175,398 |
| Provision for bad debt | <u>(17,000)</u> | <u>(37,136)</u> |
| Net patient service revenue | 1,967,702 | 2,138,262 |
| Other operating revenue | <u>124,057</u> | <u>139,276</u> |
| Total operating revenue | <u>2,091,759</u> | <u>2,277,538</u> |
| Operating expenses | | |
| Salaries and benefits | 1,675,383 | 1,741,762 |
| Other operating expenses | 484,658 | 499,383 |
| Depreciation | <u>26,428</u> | <u>30,440</u> |
| Total operating expenses | <u>2,186,469</u> | <u>2,271,585</u> |
| Operating (loss) income | <u>(94,710)</u> | <u>5,953</u> |
| Other revenue and gains (losses) | | |
| Investment income | 55,101 | 59,920 |
| Contributions | 13,259 | 11,379 |
| Change in fair value of investments | <u>(48,102)</u> | <u>95,590</u> |
| Total other revenue and gains (losses) | <u>20,258</u> | <u>166,889</u> |
| (Deficit) excess of revenues over expenses and (decrease) increase in unrestricted net assets | <u>(74,452)</u> | 172,842 |
| Net assets, beginning of year | <u>3,219,983</u> | <u>3,047,141</u> |
| Net assets, end of year | <u>\$ 3,145,531</u> | <u>\$ 3,219,983</u> |

The accompanying notes are an integral part of these financial statements.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Statements of Cash Flows

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (74,452) | \$ 172,842 |
| Adjustments to reconcile change in net assets to net cash provided by operating activities | | |
| Depreciation | 26,428 | 30,440 |
| Provision for bad debt | 17,000 | 37,136 |
| Change in fair value of investments | 48,102 | (95,590) |
| (Increase) decrease in the following assets | | |
| Patient accounts receivable | (35,683) | (17,510) |
| Prepaid expenses | (1,046) | 5,407 |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | 1,303 | (5,755) |
| Accrued payroll and related expenses | 2,750 | 5,033 |
| Deferred revenue | <u>17,120</u> | <u>34,916</u> |
| Net cash provided by operating activities | <u>1,522</u> | <u>166,919</u> |
| Cash flows from investing activities | | |
| Purchase of investments | (924,619) | (446,211) |
| Proceeds from sale of investments | 888,743 | 463,415 |
| Capital expenditures | <u>(4,246)</u> | <u>(2,234)</u> |
| Net cash (used) provided by investing activities | <u>(40,122)</u> | <u>14,970</u> |
| Net (decrease) increase in cash and cash equivalents | (38,600) | 181,889 |
| Cash and cash equivalents, beginning of year | <u>797,211</u> | <u>615,322</u> |
| Cash and cash equivalents, end of year | <u>\$ 758,611</u> | <u>\$ 797,211</u> |

The accompanying notes are an integral part of these financial statements.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

The Visiting Nurse Association of Franklin d/b/a Franklin Visiting Nurse Association & Hospice (the Association) is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purpose is to provide home care, hospice and personal care services in Franklin and surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

The Association has cash deposits in a major financial institution, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

Allowance For Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|------------------|------------------|
| Balance, beginning of year | \$ 60,214 | \$ 32,665 |
| Provision | 17,000 | 37,136 |
| Write-offs | <u>(7,829)</u> | <u>(9,587)</u> |
| Balance, end of year | <u>\$ 69,385</u> | <u>\$ 60,214</u> |

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess (deficit) of revenues over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge who do not have other third party resources are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

2. Investments

Investments stated at fair value are as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------------|---------------------|---------------------|
| Cash and cash equivalents | \$ 80,741 | \$ 129,454 |
| Debt instruments: | | |
| U.S. Government and agency | 359,732 | 408,894 |
| Corporate | <u>440,168</u> | <u>251,708</u> |
| Total debt instruments | <u>799,900</u> | <u>660,602</u> |
| Marketable equity securities | 541,878 | 576,518 |
| Mutual funds: | | |
| Equity funds | 717,419 | 595,505 |
| Fixed income funds | <u>106,932</u> | <u>297,017</u> |
| Total investments | <u>\$ 2,246,870</u> | <u>\$ 2,259,096</u> |

Investment management fees for the years ended December 31, 2015 and 2014 were \$18,292 and \$17,382, respectively.

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair market values of the Association's investments are measured on a recurring basis using level 1 inputs, with the exception of corporate bonds, which are measured using level 2 inputs based on quoted market prices of similar assets.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

3. Property and Equipment

Property and equipment consists of the following:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|------------------|-------------------|
| Land | \$ 10,000 | \$ 10,000 |
| Land improvements | 81,225 | 81,225 |
| Building and improvements | 306,163 | 306,163 |
| Furniture, fixtures, and equipment | <u>429,347</u> | <u>425,101</u> |
| Total cost | 826,735 | 822,489 |
| Less accumulated depreciation | <u>735,128</u> | <u>708,700</u> |
| Property and equipment, net | <u>\$ 91,607</u> | <u>\$ 113,789</u> |

4. Patient Service Revenue

Patient service revenue is as follows:

| | <u>2015</u> | <u>2014</u> |
|--------------------------|---------------------|---------------------|
| Medicare | \$ 1,594,293 | \$ 1,721,565 |
| Medicaid | 77,154 | 66,511 |
| Other third-party payers | 257,315 | 334,825 |
| Private pay | <u>55,940</u> | <u>52,497</u> |
| Total | <u>\$ 1,984,702</u> | <u>\$ 2,175,398</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2015 and 2014

The Association was able to provide the above charity care under sliding fee scale policies and in activities without established rates or at rates substantially below costs through a combination of local community support and state grants. Local community support consisted of contributions, United Way, and municipal appropriations.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 1,686,004 | \$ 1,746,769 |
| Administrative and general | <u>500,465</u> | <u>524,816</u> |
| Total | <u>\$ 2,186,469</u> | <u>\$ 2,271,585</u> |

6. Retirement Plan

The Association has a defined contribution retirement plan covering all employees. Employer contributions made on behalf of eligible participants amounted to \$40,850 and \$43,376 for the years ended December 31, 2015 and 2014, respectively.

7. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

| | <u>2015</u> | <u>2014</u> |
|----------|--------------|--------------|
| Medicare | 67 % | 57 % |
| Medicaid | 4 | 3 |
| Other | <u>29</u> | <u>40</u> |
| Total | <u>100 %</u> | <u>100 %</u> |

THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE

Notes to Financial Statements

December 31, 2015 and 2014

8. **Malpractice Insurance**

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2015 and 2014 which, in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. **Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through March 1, 2016, which is the date the financial statements were available to be issued.

THE VISITING NURSE ASSOCIATION OF FRANKLIN

D/B/A FRANKLIN VNA & HOSPICE

75 Chestnut Street Franklin, NH 03235 (603)934-3454

BOARD OF DIRECTORS 04/2016 - 04/2017

Effective 11/22/2016

| NAME | PHONE | AREA/EXPERTISE | TERM |
|--|--------------|-------------------------|-------------|
| <u>PRESIDENT</u> Karen Grzelak | | Public Health – Retired | 2013-2016 |

VICE PRESIDENT

| | | | |
|---|--|----------|-----------|
| <u>TREASURER</u> Sally Becker | | Educator | 2015-2018 |
|---|--|----------|-----------|

| | | | |
|---|--|-----------------|-----------|
| <u>SECRETARY</u> Cheri Caruso | | FSB Sr. VP (IT) | 2013-2016 |
|---|--|-----------------|-----------|

| | | | |
|--------------|--|---------------------|-----------|
| Judy Elliott | | School Nurse (Ret.) | 2016-2019 |
|--------------|--|---------------------|-----------|

| | | | |
|------------------|--|------------|-----------|
| Oscar Gala Grano | | Programmer | 2016-2019 |
|------------------|--|------------|-----------|

| | | | |
|-----------|--|------------------|-----------|
| Jon Jones | | Cust Svc/Banking | 2015-2018 |
|-----------|--|------------------|-----------|

| NAME | PHONE | AREA/EXPERTISE | TERM |
|--------------|--------------|-----------------------------|-------------|
| Jon Jones | | Cust Svc/Banking | 2015-2018 |
| Judith Jones | | Retired | 2016-2019 |
| Susan Kubat | | Hospital Billing Supervisor | 2016-2019 |
| Robert Morin | | IT | 2016-2019 |

Barbara Normandin

OBJECTIVE

A challenging and stimulating position in home care with the opportunity to utilize my skills and qualifications

QUALIFICATIONS

- Associate Degree in Nursing
- Twenty years experience in the Home Health Industry
- Ten years of management and supervisory experience
- Ten years of clinical experience
- Recognized teaching and coaching abilities
- Strong critical thinking and problem-solving skills
- OASIS Certification
- QI Scholars Certification
- Executive Group Coaching for Home Care Leaders

PROFESSIONAL SKILLS

- Extensive knowledge of Medicare Conditions of Participation; Medicare PPS, Private Insurance reimbursement regulations, OASIS assessment tools, OBQI, OBQM, Nursing Standards of Practice, Best Practice Guidelines as pertain to home health care
- Extensive patient care experience, particularly in the home care environment, including admissions, assessments, treatments, referral and education for primarily adult population; case management, medication management, wound management, phlebotomy, BLS, development and implementation of client focused, outcome driven plans of care, care plan administration focusing on responsible resource utilization with goals of promoting client health and independence, providing client education, reducing avoidable hospitalizations.
- Management and supervisory experience with a style focused on the creation of a cohesive, responsible and respectful team to benefit staff, clients and agency.
- Liaison to hospitals, health care facilities and physician offices to develop and maintain communication and relationships and to assist clients obtain appropriate and timely health care services.
- Proficient with Allscripts computerized documentation system, knowledgeable of Dell Interlink computerized documentation program.
- Strong knowledge of Telehealth, Home Care Coding, Clinical Review, and Disease Management models.
- Well-organized and efficient with excellent ability to multitask.
- Self-motivated, assertive and can quickly learn new procedures and methods.
- Professional demeanor
- Resourceful in completing projects; ability to multi-task effectively
- Proven record of reliability and responsibility
- Working knowledge of office equipment such as computer, copier, fax machine.

INTERPERSONAL AND TEAMWORK SKILLS

- Work well with a diverse group of people
- Honest, friendly, excellent communication skills
- Demonstrated accuracy, and attention to detail
- Work well independently or in a team environment

Christine G. Fournier, RN

Work Experience:

Franklin VNA & Hospice, Franklin

2006-Present

Position: Clinical Manager

2015

Responsibilities: Has primary responsibility for the direction, coordination and supervision of the health services provided by the agency to individuals and families. Supervises and oversees all clinical staff for the Home Care and Hospice programs, along with the Supportive Services staff. Cooperates with the Executive Director in controlling costs and maintaining a sound organization.

Position: Clinical Quality Improvement Coordinator

2010-2014

Responsibilities: Direct and manage clinical improvement initiatives; ensure regulatory compliance; promote improved health care outcomes; establish a vision and direction for the Quality Improvement (QI) program within the framework of current regulation and existing program work plans.

Position: Primary Care Nurse

2006-2010

Responsibilities: Make initial patient evaluation visit. Make initial newborn assessment. Prepare nursing care plans for infants, pediatric and adult patients. Monitor growth and development of pediatric client. Perform lab testing and cardiopulmonary and neurological assessments, as needed, of newborn and pediatric patients. Monitor growth and development of pediatric patients; assess environment and educate family appropriately. Continuous communication with physician, reporting all findings.

LRGHealthcare, Franklin

2003-2006

Position: Staff Nurse, Surgical Services PACU/Ambulatory

Responsibilities: Provide direct patient care during both the preoperative and immediate post-operative time period. Collaborate with surgeons, CRNA's and other members of the nursing staff to provide a professional and safe environment for surgical patient.

Tilton Family Health Care, Tilton

2001-2002

Position: Staff Nurse

Responsibilities: Perform triage, phlebotomy and assist MD's with minor surgical procedures. Collaborate with MD's, ARNP's, other nurses and office support staff to provide optimum health care to patients. Access patient medication assistance programs. Administer adult and child immunizations.

LRGHealthcare, Franklin

1999-2001

Position: Staff Nurse, Med/Surg

Responsibilities: Develop and implement individual patient care plans. Administer medication, including intravenous medications. Assess IV sites. Provide wound care. Collaborate with MD's, Nursing, Rehab and Respiratory Services and Care Management for optimum patient outcomes and eventual discharge.

Fidelity House, Inc. Lawrence, MA

1993-1998

Position: Case Manager

Responsibilities: Human Services Case Manager serving a population of developmentally disabled adults living independently within the Greater Lawrence community. Develop and implement individual service plans. Attend weekly meetings on client caseload. Monitor medical care and appointments. Provide employment liaison. Assist with ADL's and independent living skills.

Certifications:

BLS Basic Life Support

ACLS Advanced Cardiac Life Support

Education:

New Hampshire Technical Institute, Concord, NH
Associate Degree in Nursing

1999

References available upon request

Nicholas Johnson

EDUCATION:

BENTLEY COLLEGE, Waltham, MA

Master of Science in Accounting; Bachelor of Science, Corporate Finance and Accounting, Law minor

Graduate GPA: 3.28; Undergraduate G.P.A. 3.47 Minor in Law

HONORS: Beta Alpha Psi member, cum laude, President's List (GPA: 3.7+), Dean's List (GPA: 3.3+)

COMPUTER SKILLS:

Proficient in Excel, PowerPoint, Microsoft Word, Outlook, ProSystems

Familiar with SAGE Accounting Software, Quickbooks, Peachtree, Bloomberg

PROFESSIONAL EXPERIENCE:

ROBERTS & GREENE, PLLC

Audit Staff

- Perform audit of governmental clients, reconciling activity between several funds.
- Research significant variances between approved budgets and actual expenditures.
- Train new staff members on auditing procedures and preparing work papers for audit.
- Collaborate with client's to understand operating procedures and plan audit procedures accordingly.

HEALTH FIRST FAMILY CARE CENTER

Accounting Assistant 3/2013 - Present

- Enter accounts payable invoices into SAGE accounting software, making sure each invoice is coded to the appropriate general ledger expense account.
- Prepare daily bank deposits, including corresponding journal entries.
- Reconcile payroll report with daily timesheets to ensure payroll is accurate
- Prepare journal entry for biweekly payroll, allocating wages to specific grants as necessary

BIGELOW & COMPANY, PC

Senior Staff Accountant 1/2013-2/2013

- Lead auditor assigned to reviews and compilations of public companies.
- Created vendor and sales reports in QuickBooks to analyze and review general ledger activity.

BRAD BORBIDGE P.A., Concord, NH

Staff Accountant 10/2009-12/2012

- Understand control procedures at a client by performing walkthroughs of accounting processes.
- Prepare Form 990 tax returns for federally tax exempt clients.
- Input clients' general ledger accounts into trial balance software and post necessary adjusting entries.
- Assemble client financial statements at the completion of each audit.
- Assisted with audit of Franklin VNA & Hospice for three separate years.

KPMG, LLP, Boston, MA

Audit Associate 09/2008-09/2009 & Audit Intern 1/07-3/07

- Performed analytical procedures to identify unusual variances in account balances.
- Interviewed client management in order to obtain necessary audit information and documents.

Jo Ellen Ricard

Position: Senior Home Health Aide

Qualifications:

1. Possess a High School Diploma or G.E.D.
2. Possess an on-going certification as a Nursing Assistant according to Administration Laws pursuant to RSA 326-B, New Hampshire Board of Nursing.
3. Possess a valid driver's license.
4. Possess \$100,000-\$300,000 Automobile Insurance
5. Must be able to lift 15 lbs., climb stairs, and have good finger and manual dexterity. Must have proper vision so as to provide appropriate care, to observe, and report patient problems.
6. Perform satisfactorily on Franklin VNA's Home Health Aide Skills Test (Competency evaluation).
7. Must be able to work any shift or day of the week as needed.
8. Willing to work in all kinds of weather.

Aug 2011-Present: Senior Home Health Aide

Sept 1981-Aug 2011 Home Health Aide

Franklin VNA & Hospice

75 Chestnut Street

Franklin, NH 03235

June 1981 Initial Nurse Assistant Certificate

NH Vocational-Technical College

Laconia, NH 03246

Franklin 
VNA & Hospice

75 Chestnut Street Franklin, NH 03235
Phone: (603)934-3454 Fax: (603)934-2222

**IN HOME CARE PROVIDER PROGRAM
KEY PERSONNEL**

Barbara Normandin, Executive Director
Christine Fournier, Home Care Manager
Nicholas Johnson, Finance Manager
JoEllen Ricard, Senior Home Health Aide

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-08)

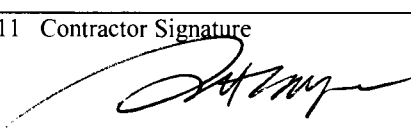
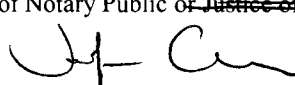
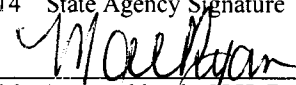
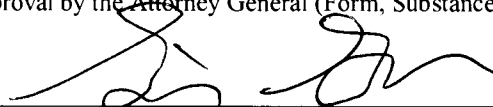
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name North Country Home Health & Hospice Agency, Inc. | | 1.4 Contractor Address 536 Cottage Street Littleton, NH 03561 | |
| 1.5 Contractor Phone Number 603-444-5317 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$277,712.20 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory SCOTT MEYER INTERIM EXECUTIVE DIRECTOR | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>11/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | JENNIFER M. CROWE, Notary Public My Commission Expires June 19, 2018 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Jennifer Crowe, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A (*"Workers' Compensation"*).

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the following counties:
 - 1.3.1. Coos County.
 - 1.3.2. Grafton County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
 - 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
 - 2.1.1. In Home Care Service through the Title iii and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;



- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
- 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
- 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the **individual's needs.**
- 2.1.1.5. Cooperate **with the Department's Adult Protection Program** on behalf of individuals who have open protective services cases, including regularly scheduled **meetings arranged by APS staff to discuss the client's functional status** and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. **Receive referrals from an individual's health care provider(s).**
 - 2.1.2.2. **Perform evaluations of individuals' medical needs.**



- 2.1.2.3. Develop service plans and incorporate this information **into the individuals' person-centered plans of care.**
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. **Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.**
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an **individual's health care provider(s).**
 - 2.1.3.4. Perform an **evaluation of the individual's medical needs;**
 - 2.1.3.5. Develop a nursing care plan and incorporate this **information into the individual's person-centered plan.**
 - 2.1.3.6. Provide nursing services in accordance with the **individual's person-centered plan** as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

A handwritten signature in black ink, appearing to be 'SM'.

11-22-16



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of **individuals from the Department's Adult Protection Program.**

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except **for those clients referred by the Department's Adult Protection Program** in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive **services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.**
- 2.2.4. Client Assessments and Service Plans
- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to **meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.**
- 2.2.4.3. The Contractor shall provide services to clients according to **the individuals' adult protective service plan determined by the Department's Adult Protection Program** to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.
- 2.2.5. Person Centered Provision of Services
- 2.2.5.1. The Contractor agrees to **incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:**



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. **Individual's wishes, values, and beliefs are considered and respected.**
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. **Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.**
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. **Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.**

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. **The individual's full name and date of birth.**

2.2.9.3.2. **The name of the service being requested.**

2.2.9.3.3. **The date upon which the individual applied for services which shall be the date the application was received by the Contractor.**

2.2.9.3.4. **The target date of implementing the services based on the communication between the individual and the Contractor.**

2.2.9.3.5. **The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.**

2.2.9.3.6. **The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.**

2.2.9.3.7. **A brief description of the individual's circumstances and the services he or she needs.**

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.

2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

2.2.10.1. **The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.**

2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.

2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer

SM

11.22.16



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry **check for each of the Contractor's** staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its **services, processes, procedures, and Contractor's staff** that includes, but is not limited to:

2.2.12.1.1. **The client's name.**

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the **Contractor's decision.**

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.
- 2.2.14. Notice of Failure to meet Service Obligations
- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
- 2.2.14.1.1. Reducing hours of operation.
- 2.2.14.1.2. Changing a geographic service area.
- 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
- 2.2.14.2.1. The reasons for the inability to deliver services.
- 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe **transitioned between the Department's contractors** that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A **Contractor's staff member** is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. **An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.**
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one **hundred (100) percent of individuals' plans** of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. **Explanation describing the reasons for individuals' not receiving their planned services in Section 2.**
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's **personnel** responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

Southwick, Janice

From: DuBreuil, Shannon
Sent: Friday, December 09, 2016 9:41 AM
To: Southwick, Janice
Subject: FW: Franklin VNA

Shannon DuBreuil
Program Specialist IV
Contracts and Procurement Unit
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301-3857
#603-271-9615
Shannon.DuBreuil@dhhs.nh.gov

NOTE: THIS MESSAGE AND THE INFORMATION CONTAINED HEREIN ARE THE PROPRIETARY AND CONFIDENTIAL PROPERTY OF THE STATE OF NH, DHHS AND MAY BE PRIVILEGED. IF YOU ARE NOT THE INTENDED RECIPIENT, PLEASE DO NOT READ, COPY, DISCLOSE OR DISTRIBUTE ITS CONTENTS TO ANY PARTY, AND NOTIFY THE SENDER IMMEDIATELY.

From: Caraway, Michelle
Sent: Friday, December 9, 2016 8:25 AM
To: DuBreuil, Shannon
Subject: RE: Franklin VNA

On the In-Home contracts:

updated pg 1 of g+c LTR 12/9 12:10PM

- done v2* 1) FYI – the copies are missing p. 2 of the G&C letter. I'll fix our copies here. Just wanted to make sure you have what you need on your end.
- 2) Child and Family Services P-37 does not match the amount on the G&C cover letter. This may have a ripple effect on the fiscal details worksheets.
- 3) As mentioned below, Franklin VNA needs a COI for WC.
- 4) As mentioned on the phone call, North Country's Exhibits A & B have a footer for Androscoggin.
- 5) FYI – the audit report for Visiting Nurse Home Care has some pages out of order. I'll fix our copies here.
- done* 6) Question – the audit report for VNA at HCS is the audit report for Visiting Nurse Home Care & Hospice. Are they the same entity?

Thanks Shannon.

Michelle
271-6314

From: Caraway, Michelle
Sent: Thursday, December 08, 2016 3:45 PM
To: DuBreuil, Shannon
Subject: Franklin VNA



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet
Coos County**

In Home Care, In Home Health Aide, In Home Nursing Services

| 01/01/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 3,665 | \$9.58 | \$35,110.70 |
| In Home Care Services (Title III) | 1/2 Hour | 98 | \$9.58 | \$938.84 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 290 | \$12.50 | \$3,625.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 7,330 | \$9.58 | \$70,221.40 |
| In Home Care Services (Title III) | 1/2 Hour | 195 | \$9.58 | \$1,868.10 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 580 | \$12.50 | \$7,250.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 1,833 | \$9.58 | \$17,560.14 |
| In Home Care Services (Title III) | 1/2 Hour | 49 | \$9.58 | \$469.42 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 145 | \$12.50 | \$1,812.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

Contractor Initials: 

Date: 11-22-16

Exhibit B-2
Grafton County

In Home Care, In Home Health Aide, In Home Nursing Services

| 01/01/2017 through 06/30/2017 Service Units | | | |
|--|-----------|--|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 3,665 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 98 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 290 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$35,110.70 |
| | | | \$938.84 |
| | | | \$3,625.00 |
| | | | \$0.00 |

| 07/01/2017 through 06/30/2018 Service Units | | | |
|--|-----------|--|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 7,330 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 195 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 580 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$70,221.40 |
| | | | \$1,868.10 |
| | | | \$7,250.00 |
| | | | \$0.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | |
|--|-----------|--|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service |
| In Home Care Services (Title XX) | 1/2 Hour | 1,833 | \$9.58 |
| In Home Care Services (Title III) | 1/2 Hour | 49 | \$9.58 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 145 | \$12.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 |
| | | | Total Amount of Monthly Funding being Requested for each Service |
| | | | \$17,560.14 |
| | | | \$469.42 |
| | | | \$1,812.50 |
| | | | \$0.00 |



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
 - 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
 - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
 - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
 - 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
 - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

A handwritten signature in black ink, appearing to be 'A. M.' or similar, written over the 'Contractor Initials' label.

11-22-18



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to **subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s).** This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if **the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.**

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's **ability to perform the activities, before delegating** the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting **responsibilities and how sanctions/revocation will be managed if the subcontractor's** performance is not adequate
- 19.3. **Monitor the subcontractor's performance on an ongoing basis**



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and **responsibilities, and when the subcontractor's performance will be reviewed**
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

Jan
11-22-16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

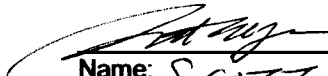
Place of Performance (street address, city, county, state, zip code) (list each location)

536 COTTAGE STREET
LITTLETON, NH 03561

Check if there are workplaces on file that are not identified here.

Contractor Name: North Country Home Health
and Hospice Agency, Inc.

11.22.16
Date


Name: SCOTT MEYER
Title: Interim Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV


The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *NORTH COUNTRY HOME HEALTH
AND HOSPICE AGENCY, INC.*

11-22-16
Date


Name: S G T T
Title:



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *NORTH COUNTRY HOME HEALTH & Hospice Agency, Inc.*

11-22-16
Date


Name: SCOTT MEYER
Title: Interim Executive Director

Contractor Initials SM
Date 11-22-16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor **identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:**

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor **identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:**

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *North Country Home Health & Hospice Agency, Inc.*

11-22-16
Date

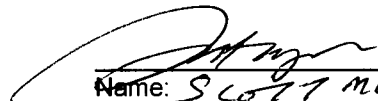

Name: *SCOTT MEYER*
Title: *Interim Executive Director*

Exhibit G

Contractor Initials



Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

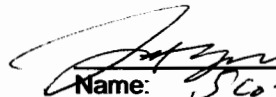
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: *North Country Home HEALTH & Hospice Agency, Inc.*

11.22.16
Date


Name: *SCOTT MEYER*
Title: *Interim Executive Director*

Contractor Initials *SM*
Date 11-22-16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

North Country Home Health & Hospice Agency, Inc.
Name of the Contractor

Maureen Ryan
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Scott MEYER
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

Interim EXECUTIVE Director
Title of Authorized Representative

11/30/16
Date

11.22.16
Date



CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.


Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.*

11.22.16
Date


Name: *SCOTT MEYER*
Title: *Interim Executive Director*



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 170374276
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

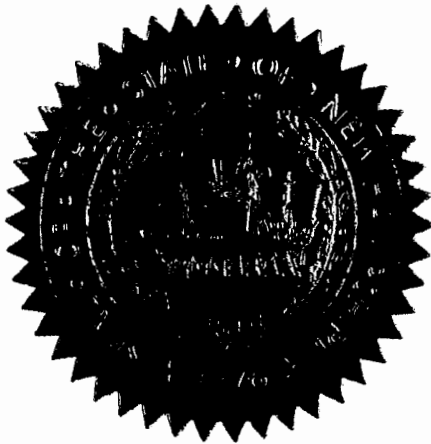
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that North Country Home Health & Hospice Agency, Inc. is a New Hampshire nonprofit corporation formed March 18, 1970. 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 12th day of May A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Chrissy Smith, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of North Country Home Health and Hospice Agency, Inc.
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on August 26, 2016:
(Date)

RESOLVED: That the Interim Executive Director
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 22nd day of November, 2016.
(Date Contract Signed)

4. Scott Meyer is the duly elected Interim Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Chrissy Smith
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton

The forgoing instrument was acknowledged before me this 22nd day of November 2016.

By Chrissy Smith
(Name of Elected Officer of the Agency)

Jennifer M. Crowe
(Notary Public/Justice of the Peace)

JENNIFER M. CROWE, Notary Public
My Commission Expires June 19, 2018

Commission Expires: _____

Client#: 1010782

NORTHCOU34

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
7/13/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | |
|--|--|--|
| PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123 | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): | |
| | E-MAIL ADDRESS: | |
| INSURED North Country Home Health Agency 536 Cottage Street Littleton, NH 03561 | INSURER(S) AFFORDING COVERAGE NAIC # | |
| | INSURER A: Technology Insurance Company, I 42376 | |
| | INSURER B: | |
| | INSURER C: | |
| | INSURER D: | |
| | INSURER E: INSURER F: | |

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL SUBR INSR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|--------------------|---------------|-------------------------|-------------------------|--|
| | COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: | | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$ |
| | AUTOMOBILE LIABILITY <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) \$ \$ |
| | UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ | | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | TWC3563475 | 07/01/2016 | 07/01/2017 | <input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

This certificate coverage all operations usual and customary to home health care and hospice.
 Cancellation Provisions apply per attached form WC 28 06 04.

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| State of New Hampshire Dept of Elderly & Adult Svcs Contracting Officer 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.



NORTCOU-01

TERESAD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/30/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|---|-------|--|--|------------|--|------------|--|------------|--|------------|--|
| PRODUCER Hunkins & Eaton Agency Inc 93 Main Street Littleton, NH 03561 | CONTACT NAME: PHONE (A/C, No, Ext): (603) 444-3975 FAX (A/C, No): (603) 444-1131 E-MAIL ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A: Union Mutual Fire Insurance Company</td> <td style="border: none;">25860</td> </tr> <tr> <td style="border: none;">INSURER B: Western Surety Company</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E:</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F:</td> <td style="border: none;"></td> </tr> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Union Mutual Fire Insurance Company | 25860 | INSURER B: Western Surety Company | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: | |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | | |
| INSURER A: Union Mutual Fire Insurance Company | 25860 | | | | | | | | | | | | | | |
| INSURER B: Western Surety Company | | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | |
| INSURED North Country Home Health & Hospice Agency Inc 536 Cottage Street Littleton, NH 03561 | | | | | | | | | | | | | | | |

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|---|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER: | | | BOP0008460 | 11/12/2016 | 11/12/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000 \$ |
| A | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY | | | BOP0008460 | 11/12/2016 | 11/12/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | CUP0120238 | 11/12/2016 | 11/12/2017 | EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ \$ |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | | | | PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| B | Bonds | | | 69734035 | 07/18/2016 | 07/18/2017 | Employee Dishonesty \$ 100,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Home Health & Hospice Agency

CERTIFICATE HOLDER**CANCELLATION**

NH Department of Health and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

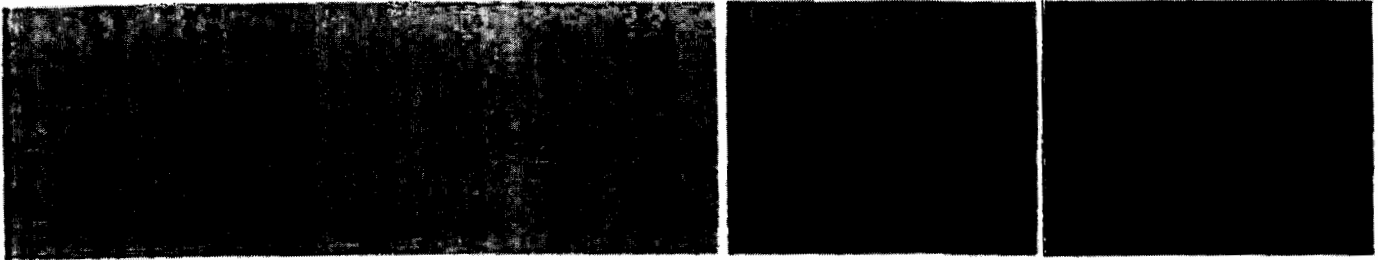
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

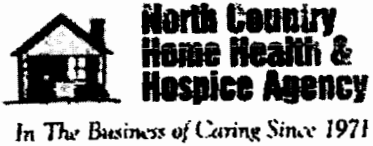
Teresa A Dodge

NCHHA Mission Statement

"To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost effective manner."



NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.



FINANCIAL STATEMENTS

December 31, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
North Country Home Health & Hospice Agency, Inc.

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheet as of December 31, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Home Health & Hospice Agency, Inc. as of December 31, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements for the year ended December 31, 2014 were audited by Brad Borbidge, P.A., who subsequently merged with Berry Dunn McNeil & Parker, LLC, and whose report dated February 25, 2015, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 28, 2016

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Balance Sheets

December 31, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 231,543 | \$ 223,969 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$113,133 in 2015 and \$92,664 in 2014 | 358,008 | 330,046 |
| Other receivables | 30,803 | 36,741 |
| Prepaid expenses | <u>35,635</u> | <u>63,443</u> |
| Total current assets | 655,989 | 654,199 |
| Assets limited as to use | 230,291 | 338,765 |
| Beneficial trust held by others | 57,824 | 61,821 |
| Property and equipment, net | <u>885,190</u> | <u>937,256</u> |
| Total assets | <u>\$ 1,829,294</u> | <u>\$ 1,992,041</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 74,326 | \$ 128,000 |
| Accrued payroll and related expenses | 150,002 | 155,679 |
| Deferred revenue | 20,000 | 20,000 |
| Current portion of long-term debt | <u>10,396</u> | <u>10,039</u> |
| Total current liabilities | 254,724 | 313,718 |
| Long-term debt, less current portion | <u>495,660</u> | <u>505,007</u> |
| Total liabilities | <u>750,384</u> | <u>818,725</u> |
| Net assets | | |
| Unrestricted | 946,086 | 1,036,495 |
| Permanently restricted | <u>132,824</u> | <u>136,821</u> |
| Total net assets | <u>1,078,910</u> | <u>1,173,316</u> |
| Total liabilities and net assets | <u>\$ 1,829,294</u> | <u>\$ 1,992,041</u> |

The accompanying notes are an integral part of these financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Statements of Operations

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|--------------------|---------------------|
| Operating revenue | | |
| Patient service revenue | \$ 2,496,024 | \$ 2,360,312 |
| Provision for bad debts | <u>(41,618)</u> | <u>(81,374)</u> |
| Net patient service revenue | 2,454,406 | 2,278,938 |
| Grants | 108,868 | 101,274 |
| Municipal and country appropriations | 96,797 | 102,197 |
| Other operating revenue | <u>26,283</u> | <u>32,067</u> |
| Total operating revenue | <u>2,686,354</u> | <u>2,514,476</u> |
| Operating expenses | | |
| Salaries and benefits | 1,813,155 | 1,954,694 |
| Other operating expenses | 911,901 | 862,333 |
| Depreciation | 57,698 | 56,759 |
| Interest expense | <u>17,903</u> | <u>25,107</u> |
| Total operating expenses | <u>2,800,657</u> | <u>2,898,893</u> |
| Operating loss | <u>(114,303)</u> | <u>(384,417)</u> |
| Other revenue and gains (losses) | | |
| Contributions | 32,497 | 34,050 |
| Investment income, net | 13,059 | 19,577 |
| Change in fair value of investments | <u>(21,662)</u> | <u>(1,231)</u> |
| Total other revenue and gains (losses) | <u>23,894</u> | <u>52,396</u> |
| Deficit of revenue over expenses and decrease in unrestricted net assets | <u>\$ (90,409)</u> | <u>\$ (332,021)</u> |

The accompanying notes are an integral part of these financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Statements of Changes in Net Assets

Years Ended December 31, 2015 and 2014

| | <u>Unrestricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---|---------------------|-----------------------------------|---------------------|
| Balance, December 31, 2013 | \$ <u>1,368,516</u> | \$ <u>136,080</u> | \$ <u>1,504,596</u> |
| Deficit of revenue over expenses and decrease in unrestricted net assets | <u>(332,021)</u> | <u>-</u> | <u>(332,021)</u> |
| Change in fair value of beneficial trust held by others | <u>-</u> | <u>741</u> | <u>741</u> |
| Change in net assets | <u>(332,021)</u> | <u>741</u> | <u>(331,280)</u> |
| Balance, December 31, 2014 | <u>1,036,495</u> | <u>136,821</u> | <u>1,173,316</u> |
| Deficit of revenue over expenses and decrease in unrestricted net assets | <u>(90,409)</u> | <u>-</u> | <u>(90,409)</u> |
| Change in fair value of beneficial trust held by others | <u>-</u> | <u>(3,997)</u> | <u>(3,997)</u> |
| Change in net assets | <u>(90,409)</u> | <u>(3,997)</u> | <u>(94,406)</u> |
| Balance, December 31, 2015 | \$ <u>946,086</u> | \$ <u>132,824</u> | \$ <u>1,078,910</u> |

The accompanying notes are an integral part of these financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Statements of Cash Flows

Years Ended December 31, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (94,406) | \$ (331,280) |
| Adjustments to reconcile change in net assets to net cash used by operating activities | | |
| Depreciation | 57,698 | 56,759 |
| Provision for bad debts | 41,618 | 81,374 |
| Change in fair value of investments | 21,662 | 1,231 |
| Change in fair value of beneficial trust held by others | 3,997 | (741) |
| (Increase) decrease in the following assets | | |
| Patient accounts receivable | (69,580) | (22,689) |
| Other receivables | 5,938 | 9,500 |
| Prepaid expenses | 27,808 | (15,201) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | (53,674) | 40,418 |
| Accrued payroll and related expenses | (5,677) | (4,293) |
| Deferred revenue | - | (5,240) |
| Net cash used by operating activities | <u>(64,616)</u> | <u>(190,162)</u> |
| Cash flows from investing activities | | |
| Purchases of investments | (92,432) | (20,849) |
| Proceeds from sale of investments | 179,244 | 192,000 |
| Capital expenditures | <u>(5,632)</u> | <u>-</u> |
| Net cash provided by investing activities | <u>81,180</u> | <u>171,151</u> |
| Cash flows from financing activities | | |
| Principal payments on long-term debt | <u>(8,990)</u> | <u>(11,978)</u> |
| Net increase (decrease) in cash and cash equivalents | 7,574 | (30,989) |
| Cash and cash equivalents, beginning of year | <u>223,969</u> | <u>254,958</u> |
| Cash and cash equivalents, end of year | \$ <u>231,543</u> | \$ <u>223,969</u> |
| Supplemental disclosure of cash flow information: | | |
| Cash paid for interest | \$ 17,903 | \$ 25,107 |

The accompanying notes are an integral part of these financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

North Country Home Health & Hospice Agency, Inc. (the Agency) is a non-profit corporation organized in New Hampshire. The Agency's primary purposes are to provide home health care, hospice and health promotion services.

Income Taxes

The Agency is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Agency is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Agency's tax positions and concluded that the Agency has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (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

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Agency has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Agency has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Assets Limited As To Use

The Agency reports investments at fair value, and has elected to report all gains and losses in the excess (deficit) of revenue over expenses to simplify the presentation of these amounts in the statement of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 180 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|-------------------|------------------|
| Balance, beginning of year | \$ 92,664 | \$ 41,202 |
| Provision for bad debts | 41,618 | 81,374 |
| Write-offs | <u>(21,149)</u> | <u>(29,912)</u> |
| Balance, end of year | <u>\$ 113,133</u> | <u>\$ 92,664</u> |

Beneficial Trust Held by Others

The Agency is the beneficiary of a perpetual trust administered by The New Hampshire Charitable Foundation. Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as permanently restricted net assets at fair market value. Annual income distributions are recognized as increases in unrestricted net assets. Changes in market value of beneficial trust assets are reported as increases or decreases in permanently restricted assets.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Agency has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the years ended December 31, 2015 and 2014.

Permanently restricted net assets have been restricted by donors to be maintained by the Agency in perpetuity.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Agency's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Agency's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

2. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

| | <u>2015</u> | <u>2014</u> |
|--|-----------------------|-----------------------|
| Cash and cash equivalents | \$ 11,318 | \$ 11,815 |
| Equities | 13,297 | - |
| Mutual funds | | |
| Equity securities | 140,570 | 213,276 |
| Fixed income | 65,106 | 113,674 |
| Beneficial trust held by others | <u>57,824</u> | <u>61,821</u> |
| Total investments | <u>\$ 288,115</u> | <u>\$ 400,586</u> |
| The amounts are reported in the balance sheets as follows: | | |
| Assets limited as to use | 230,291 | 338,765 |
| Beneficial trust held by others | <u>57,824</u> | <u>61,821</u> |
| Total assets limited as to use | <u>\$ 288,115</u> | <u>\$ 400,586</u> |

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements and Disclosures*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

The fair value of all of the Agency's investments is measured on a recurring basis using level 1 inputs, with the exception of the beneficial trust investments held by others, which is measured on non-recurring basis using level 3 inputs. The fair value of beneficial trust investments held by others is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Agency's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust investments held by others:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|------------------|------------------|
| Balance, beginning of year | \$ 61,821 | \$ 61,080 |
| Change in fair value | (1,250) | 3,281 |
| Distributions | (2,351) | (2,158) |
| Fees | <u>(396)</u> | <u>(382)</u> |
| Balance, end of year | <u>\$ 57,824</u> | <u>\$ 61,821</u> |

Assets limited as to use are restricted as follows:

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| Designated by the governing board for future operating and capital needs | \$ 155,291 | \$ 263,765 |
| Permanently restricted by donor for endowment | <u>75,000</u> | <u>75,000</u> |
| Total | <u>\$ 230,291</u> | <u>\$ 338,765</u> |

3. Property and Equipment

Property and equipment consists of the following:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|-------------------|-------------------|
| Land | \$ 168,203 | \$ 168,203 |
| Building and improvements | 1,059,352 | 1,059,352 |
| Furniture, fixtures, and equipment | <u>347,362</u> | <u>341,731</u> |
| Total cost | 1,574,917 | 1,569,286 |
| Less accumulated depreciation | <u>689,727</u> | <u>632,030</u> |
| Property and equipment, net | <u>\$ 885,190</u> | <u>\$ 937,256</u> |

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

4. Long-term Debt

Long-term debt consists of the following:

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| 3.50% mortgage payable to a local bank, payable in monthly installments, including principal and interest through February 2021 when interest will be adjusted to prime plus 0.50% for the remaining term of the loan, collateralized by real estate. | \$ 506,056 | \$ 515,046 |
| Less current portion | <u>10,396</u> | <u>10,039</u> |
| Long-term debt, less current portion | <u>\$ 495,660</u> | <u>\$ 505,007</u> |

In 2014, the Agency restructured the terms of its debt to extend the maturity date from February 2036 to September 2044 and to decrease the interest rate from 5.25% to 3.50%.

The Agency is required to meet an annual minimum debt service coverage ratio as defined in the loan agreement with Woodsville Guaranty Savings Bank. The covenant was not met at December 31, 2015. The Agency obtained a one year waiver of the requirement from the bank.

Scheduled principal payments on long-term debt are as follows:

| | |
|------------|-------------------|
| 2016 | \$ 10,396 |
| 2017 | 10,766 |
| 2018 | 11,149 |
| 2019 | 11,546 |
| 2020 | 11,956 |
| Thereafter | <u>450,243</u> |
| Total | <u>\$ 506,056</u> |

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

5. Permanently Restricted Net Assets

Permanently restricted net assets consisted of the following:

| | <u>2015</u> | <u>2014</u> |
|---------------------------------|-------------------|-------------------|
| Permanently restricted: | | |
| Beneficial trust held by others | \$ 57,824 | \$ 61,821 |
| Endowment | <u>75,000</u> | <u>75,000</u> |
| Total | <u>\$ 132,824</u> | <u>\$ 136,821</u> |

The following summarizes changes in permanently restricted endowment assets:

| | <u>Unrestricted</u> | <u>Temporarily Restricted</u> | <u>Permanently Restricted</u> | <u>Total</u> |
|---------------------------|---------------------|-----------------------------------|-----------------------------------|------------------|
| Balance December 31, 2013 | \$ (4,593) | \$ - | \$ 75,000 | \$ 70,407 |
| Interest income | 2,897 | - | - | 2,897 |
| Change in market value | <u>(1,742)</u> | <u>-</u> | <u>-</u> | <u>(1,742)</u> |
| Balance December 31, 2014 | (3,438) | - | 75,000 | 71,562 |
| Interest income | 2,880 | - | - | 2,880 |
| Change in market value | <u>(5,751)</u> | <u>-</u> | <u>-</u> | <u>(5,751)</u> |
| Balance December 31, 2015 | <u>\$ (6,309)</u> | <u>\$ -</u> | <u>\$ 75,000</u> | <u>\$ 68,691</u> |

The Agency has adopted an endowment spending policy that is equal to investment income earned on endowment investments.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

6. Patient Service Revenue

Patient service revenue provided is as follows:

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Medicare | \$ 1,845,062 | \$ 1,791,758 |
| Medicaid | 259,892 | 241,854 |
| Other third-party payers and private pay | <u>391,070</u> | <u>326,700</u> |
| Total | <u>\$ 2,496,024</u> | <u>\$ 2,360,312</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Agency believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Agency provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the financial statements.

The Agency was able to provide the above charity care under local community support and state grants. Local community support consisted of contributions and municipal and county appropriations.

7. Functional Expenses

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 2,283,907 | \$ 2,378,602 |
| Administrative and general | <u>516,750</u> | <u>520,291</u> |
| Total | <u>\$ 2,800,657</u> | <u>\$ 2,898,893</u> |

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

8. Commitments

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charged to operations as incurred. Future minimum lease payments under operating leases are as follows:

| | |
|-------|------------------|
| 2016 | \$ 12,069 |
| 2017 | <u>5,029</u> |
| Total | <u>\$ 17,098</u> |

Total rental expense was \$12,170 and \$19,046 for the years ended December 31, 2015 and 2014, respectively.

On September 23, 2015 the Agency entered into an affiliation agreement with Littleton Hospital Association d/b/a Littleton Regional Healthcare (LRH), a New Hampshire non-profit corporation, effective December 31, 2015 or such later date necessary to satisfy conditions of the agreement. Upon the affiliation date the Agency's board of directors will resign and will be replaced by LRH as the sole member. As of the date of this report the affiliation date has not been determined.

9. Concentration of Risk

The Agency grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source.

| | <u>2015</u> | <u>2014</u> |
|----------|--------------|--------------|
| Medicare | 68 % | 73 % |
| Other | <u>32</u> | <u>27</u> |
| Total | <u>100 %</u> | <u>100 %</u> |

10. Malpractice Insurance

The Agency maintains medical malpractice insurance coverage on a claims-made basis. The Agency is subject to complaints, claims, and litigation due to potential claims which arise in the normal course of business. U.S. GAAP require the Agency to accrue the ultimate cost of malpractice claims when the incident that gives rise to a claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Agency has evaluated its exposure to losses arising from potential claims and determined no such accrual is necessary at December 31, 2015. The Agency intends to renew coverage on a claims- made basis and anticipates that such coverage will be available in future periods.

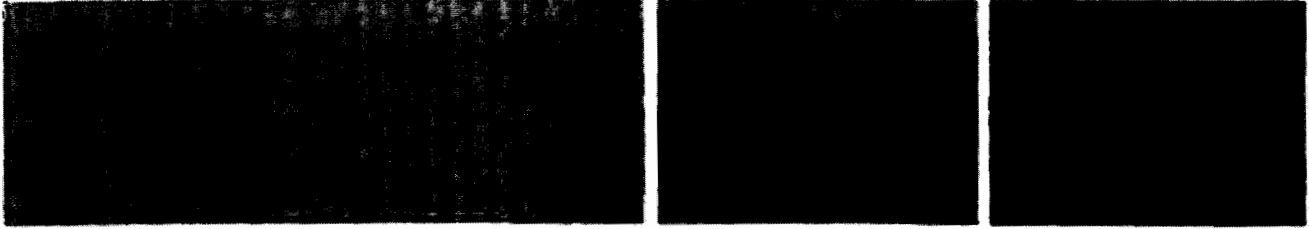
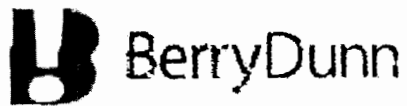
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

December 31, 2015 and 2014

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 28, 2016, which is the date the financial statements were available to be issued.



**North Country
Home Health &
Hospice Agency**

In The Business of Caring Since 1971

OPERATIONAL INDICATORS

December 31, 2015



Board of Directors
North Country Home Health & Hospice Agency, Inc.
Littleton, New Hampshire

In connection with services rendered to North Country Home Health & Hospice Agency, Inc., "the Agency" for the year ended December 31, 2015, we have prepared indicators comparing the Association to other home care providers we are associated with. These providers represent over 50 New England VNAs.

The appendices include organizational wide and indicator specific comparisons. Organizational wide comparisons include the following:

- Most profitable
- Least profitable
- Average of all VNAs
- State average
- Comparable size average

Profitability for identifying most and least profitable providers is measured based on the percentage of excess of revenue over expenses as a percentage of revenue. The percentage, rather than the dollar amount, determines the most profitable and least profitable providers.

Please note the providers included in the most and least profitable providers are the same throughout all indicators. The objective in identifying these providers is to help identify the correlation between the indicator and financial profitability.

Providers are segmented by revenue for purposes of identifying comparable size providers as follows:

- Under \$6,000,000
- \$6,000,000 to \$14,000,000
- Over \$14,000,000

BerryDunn McNeil & Parker, LLC

Manchester, New Hampshire
March 28, 2016

APPENDIX A

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

**Schedule of Operations By Program
For the Year Ended December 31, 2015**

| | Home Care | Hospice | Supportive Care | [|
|--|--------------------|------------------|---------------------|-----------|
| Operating Revenue | | | | |
| Medicare | \$ 1,366,475 | \$ 478,587 | \$ - | \$ |
| Medicaid | 207,570 | 9,618 | 42,704 | |
| Other third-party payers and private pay | 346,127 | 27,891 | 17,052 | |
| Patient service revenue | 1,920,172 | 516,096 | 59,756 | |
| Provision for bad debts | (41,618) | - | - | |
| Net patient service revenue | 1,878,554 | 516,096 | 59,756 | |
| Grants | - | - | 88,868 | |
| Municipal and county appropriations | - | - | 30,000 | |
| Other operating revenue | 24,162 | - | - | |
| Total Operating Revenue | 1,902,716 | 516,096 | 178,624 | |
| Direct Expenses | 1,110,955 | 275,328 | 217,782 | |
| GROSS MARGIN | 791,761 | 240,768 | (39,158) | |
| Indirect Expenses | 832,384 | 183,862 | 163,173 | |
| OPERATING (LOSS) INCOME | (40,623) | 56,906 | (202,331) | |
| Other Revenue and Gains | | | | |
| Contributions | - | 11,722 | - | |
| Investment income | - | - | - | |
| Recognized change in fair value of investments | - | - | - | |
| Other Revenue and Gains | - | 11,722 | - | |
| EXCESS (DEFICIT) OF REVENUE OVER EXPENSES | \$ (40,623) | \$ 68,628 | \$ (202,331) | \$ |

APPENDIX B

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

**Schedule of Operations By Program
For the Year Ended December 31, 2014**

| | Home Care | Hospice | Supportive Care | |
|--|--------------|------------|--------------------|----|
| Operating Revenue | | | | |
| Medicare | \$ 1,346,153 | \$ 445,604 | \$ - | \$ |
| Medicaid | 151,350 | 44,291 | 46,214 | |
| Other third-party payers and private pay | 287,420 | 17,894 | 21,386 | |
| Patient service revenue | 1,784,923 | 507,789 | 67,600 | |
| Provision for bad debts | (81,374) | - | - | |
| Net patient service revenue | 1,703,549 | 507,789 | 67,600 | |
| Grants | 7,913 | - | 93,361 | |
| Municipal and county appropriations | - | - | 27,500 | |
| Other operating revenue | 23,728 | - | - | |
| Total Operating Revenue | 1,735,190 | 507,789 | 188,461 | |
| Direct Expenses | 1,172,235 | 262,553 | 237,561 | |
| GROSS MARGIN | 562,955 | 245,236 | (49,100) | |
| Indirect Expenses | 856,228 | 175,646 | 173,520 | |
| OPERATING (LOSS) INCOME | (293,273) | 69,590 | (222,620) | |
| Other Revenue and Gains | | | | |
| Contributions | 636 | 22,765 | (54) | |
| Investment income | - | - | - | |
| Recognized change in fair value of investments | - | - | - | |
| Other Revenue and Gains | 636 | 22,765 | (54) | |
| EXCESS (DEFICIT) OF REVENUE OVER EXPENSES | \$ (292,637) | \$ 92,355 | \$ (222,674) | \$ |

APPENDIX C

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Home Care Profit and Loss by Funding Source

For the Year Ended December 31, 2015

| | <u>Operating Revenue</u> | <u>Direct Expense</u> | <u>Gross Margin</u> | <u>Indirect Expense</u> | <u>Profit/ (Loss)</u> |
|-------------------------|------------------------------|----------------------------|--------------------------|-----------------------------|---------------------------|
| Medicare PPS | \$ 1,366,475 | \$ 630,652 | \$ 735,823 | \$ 472,517 | \$ 263,306 |
| Medicaid | 207,570 | 196,627 | 10,943 | 147,322 | (136,379) |
| All Other | 370,289 | 283,676 | 86,613 | 212,545 | (125,932) |
| Provision for bad debts | <u>(41,618)</u> | <u>-</u> | <u>(41,618)</u> | <u>-</u> | <u>(41,618)</u> |
| Total Home Care | <u>\$ 1,902,716</u> | <u>\$ 1,110,955</u> | <u>\$ 791,761</u> | <u>\$ 832,384</u> | <u>\$ (40,623)</u> |

For the Year Ended December 31, 2014

| | <u>Operating Revenue</u> | <u>Direct Expense</u> | <u>Gross Margin</u> | <u>Indirect Expense</u> | <u>Profit/ (Loss)</u> |
|-------------------------|------------------------------|----------------------------|--------------------------|-----------------------------|----------------------------|
| Medicare PPS | \$ 1,346,153 | \$ 683,836 | \$ 662,317 | \$ 499,489 | \$ 162,828 |
| Medicaid/CFI | 151,350 | 184,259 | (32,909) | 134,587 | (167,496) |
| All Other | 319,061 | 304,140 | 14,921 | 222,152 | (207,231) |
| Provision for bad debts | <u>(81,374)</u> | <u>-</u> | <u>(81,374)</u> | <u>-</u> | <u>(81,374)</u> |
| Total Home Care | <u>\$ 1,735,190</u> | <u>\$ 1,172,235</u> | <u>\$ 562,955</u> | <u>\$ 856,228</u> | <u>\$ (293,273)</u> |

APPENDIX D
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
PPS Operational Indicators

| | -----NCHHHA----- | | -----Organizational W New England Average | | |
|---|------------------|----------------|--|---------------------|----------------|
| | 2015 | 2014 | Most Profitable | Least Profitable | Average |
| PPS surplus as a percentage of PPS net revenue | 19.27% | 12.10% | 14.47% | 13.84% | 17.62% |
| <i>Key Indicators - Revenue</i> | | | | | |
| Average case mix multiplier for full episodes | 1.0134 | 0.9406 | 0.9929 | 0.9868 | 1.0140 |
| Percentage of LUPA episodes | 13.75% | 11.44% | 11.36% | 11.49% | 12.41% |
| Average revenue per non-LUPA episode | \$3,108 | \$2,813 | \$2,803 | \$3,170 | \$3,178 |
| <i>Key Indicators - Cost</i> | | | | | |
| Average cost per non-LUPA episode | | | | | |
| Skilled nursing care | \$1,111 | \$1,102 | \$1,172 | \$1,439 | \$1,291 |
| Physical therapy | 965 | 852 | 628 | 777 | 727 |
| Occupational therapy | 120 | 195 | 231 | 176 | 234 |
| Speech pathology | 3 | 16 | 30 | 37 | 36 |
| Medical social worker | 66 | 32 | 60 | 59 | 58 |
| Home health aide | 176 | 196 | 165 | 139 | 171 |
| Supplies | 24 | 47 | 70 | 58 | 53 |
| Total | <u>\$2,465</u> | <u>\$2,440</u> | <u>\$2,356</u> | <u>\$2,685</u> | <u>\$2,570</u> |
| Visits per full episode | | | | | |
| Skilled nursing care | 6.47 | 6.23 | 8.09 | 8.44 | 8.51 |
| Physical therapy | 5.67 | 4.97 | 4.14 | 4.69 | 4.85 |
| Occupational therapy | 0.69 | 1.00 | 1.57 | 1.18 | 1.52 |
| Speech pathology | 0.02 | 0.10 | 0.17 | 0.20 | 0.19 |
| Medical social worker | 0.20 | 0.18 | 0.28 | 0.25 | 0.26 |
| Home health aide | 3.19 | 3.65 | 3.13 | 2.19 | 2.93 |
| Total | <u>16.24</u> | <u>16.13</u> | <u>17.38</u> | <u>16.95</u> | <u>18.26</u> |

APPENDIX E
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
Cost Analysis

| <u>Discipline</u> | -----NCHHHA----- | | -----Organizational Wi New England Average | | |
|-----------------------|------------------|--------------|---|---------------------|--------------|
| | 2015 | 2014 | Most Profitable | Least Profitable | Average |
| Home Care | | | | | |
| Skilled nursing care | \$ 171.71 vs | \$ 176.90 vs | \$ 144.92 vs | \$ 170.48 vs | \$ 151.71 vs |
| Physical therapy | 170.28 vs | 171.42 vs | 151.66 vs | 165.63 vs | 149.81 vs |
| Occupational therapy | 173.56 vs | 194.66 vs | 147.08 vs | 148.97 vs | 153.99 vs |
| Speech pathology | 140.49 vs | 155.32 vs | 176.83 vs | 183.46 vs | 187.16 vs |
| Medical social worker | 328.75 vs | 177.74 vs | 214.67 vs | 235.15 vs | 222.72 vs |
| Home health aide | 55.20 vs | 53.76 vs | 52.61 vs | 63.48 vs | 58.47 vs |
| Hospice | | | | | |
| Skilled nursing care | \$ 197.31 vs | \$ 218.89 vs | \$ 191.49 vs | \$ 276.88 vs | \$ 244.00 vs |
| Medical social worker | 291.73 vs | 295.17 vs | 223.53 vs | 302.24 vs | 221.65 vs |
| Home health aide | 51.16 vs | 48.78 vs | 49.39 vs | 64.53 vs | 68.62 vs |

APPENDIX F
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
Nursing Productivity Analysis

| | -----NCHHHA----- | | -----Organizational \ New England Average | | |
|---|------------------|-------------|---|------------------|-----------------|
| | 2015 | 2014 | Most Profitable | Least Profitable | England Average |
| Home Care | | | | | |
| <u>Time To Perform</u> (Hours Per Visit) | | | | | |
| Visit | 1.03 | 1.00 | 0.80 | 0.83 | 0.82 |
| Travel | 0.39 | 0.40 | 0.36 | 0.27 | 0.27 |
| Prepost | 0.67 | 0.78 | 0.59 | 0.74 | 0.59 |
| Direct Service Time | <u>2.09</u> | <u>2.18</u> | <u>1.75</u> | <u>1.84</u> | <u>1.68</u> |
| Visits Per 8-hour Day | <u>3.83</u> | <u>3.67</u> | <u>4.57</u> | <u>4.35</u> | <u>4.76</u> |
| Hospice | | | | | |
| <u>Time To Perform</u> (Hours Per Visit) | | | | | |
| Visit | 1.10 | 1.03 | | | |
| Travel | 0.42 | 0.41 | | | |
| Prepost | 0.66 | 0.80 | | | |
| Direct Service Time | <u>2.18</u> | <u>2.24</u> | | | |
| Visits Per 8-hour Day | <u>3.67</u> | <u>3.57</u> | | | |

APPENDIX G
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
Supportive Care Program Operational Indicators

| | <u>2015</u> | <u>2014</u> |
|---|-------------|-------------|
| Homemaker/AIHC | | |
| Hourly cost | \$ 40.53 | \$ 40.54 |
| Hours billed | 9,399 | 10,139 |
| Hours worked (including supervision) | 10,590 | 12,279 |
| Percentage of hours billed to hours worked | 88.75% | 82.57% |
| Gross margin % | -21.92% | -26.05% |
| Average revenue per hour | \$ 19.00 | \$ 18.59 |
| Average direct cost per hour | \$ 23.17 | \$ 23.43 |
| Average indirect cost per hour | \$ 17.36 | \$ 17.11 |
| Average total cost per hour | \$ 40.53 | \$ 40.54 |

APPENDIX H
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
Hospice Operational Indicators

| | -----NCHHHA----- | | -----Organizational W New England Average | | |
|---|------------------|-------------|--|---------------------|-------------|
| | 2015 | 2014 | Most Profitable | Least Profitable | Average |
| <u>Profitability (as a percentage of revenue)</u> | | | | | |
| Hospice operating surplus (loss) | 11.03% | 13.70% | 17.47% | -6.39% | 8.26% |
| Hospice surplus (loss) including contributions | 13.00% | 17.41% | 19.44% | -5.37% | 11.11% |
| <u>Frequency of Visits (Utilization)</u> (Visits Per Routine Day) | | | | | |
| Nursing | 0.35 | 0.32 | 0.30 | 0.33 | 0.30 |
| Social worker | 0.03 | 0.05 | 0.04 | 0.06 | 0.06 |
| Aides | 0.41 | 0.22 | 0.41 | 0.20 | 0.32 |
| Total | <u>0.79</u> | <u>0.59</u> | <u>0.75</u> | <u>0.59</u> | <u>0.68</u> |
| <u>Cost Per Patient Day (Dollars)</u> | | | | | |
| Direct non-labor patient costs | 18.60 | 17.09 | 20.21 | 22.76 | 22.92 |
| Volunteer, bereavement, counseling services | 7.03 | 9.56 | 7.58 | 5.12 | 6.26 |
| Medical director | 0.97 | 2.47 | 1.13 | 3.06 | 3.86 |
| Hospice Contributions (Dollars) | 3.88 | 7.74 | 3.82 | 1.60 | 5.65 |
| Average Cost Per Routine Day | \$155.97 | \$152.79 | \$125.91 | \$177.87 | \$161.49 |
| Average Daily Census | 8 | 8 | 53 | 10 | 50 |
| Average Length of Stay (Days) | 51 | 44 | 47 | 41 | 46 |

APPENDIX I
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.
Financial Ratios

| | -----NCHHHA----- | | -----Organizational W New England Average | | |
|--|------------------|---------|--|---------------------|--------------------|
| | 2015 | 2014 | Most Profitable | Least Profitable | England Average |
| Number of days expense in cash and cash equivalents and investments including limited assets | 60 | 71 | 382 | 224 | 218 |
| Days revenue in accounts receivable net of deferred revenue | 49 | 53 | 40 | 45 | 52 |
| Bad debts as a percentage of patient service revenue | 1.67% | 3.45% | 1.08% | 1.22% | 1.13% |
| Long-term debt to unrestricted net assets ratio | 0.52 | 0.49 | 0.00 | 0.09 | 0.05 |
| Percentage of community support to expenses | 4.62% | 4.70% | 3.39% | 2.01% | 1.96% |
| Excess (deficit) of revenue over expenses as a percentage of operating revenue (excluding investment activity) | -2.65% | -13.15% | 8.41% | -10.85% | 1.21% |

APPENDIX J

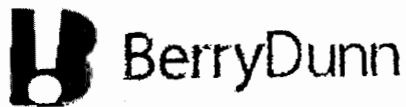
NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Comparison of Administrative Functions - Home Care and Hospice Programs Based on Medicare Cost Re

| | Most Profitable Weighted Average FTEs | Least Profitable Weighted Average FTEs | Agency Size | | | New England Weighted Average FTEs |
|--------------------------------------|---------------------------------------|--|-----------------------------|------------------------------|-----------------------------|-----------------------------------|
| | | | Small Weighted Average FTEs | Medium Weighted Average FTEs | Large Weighted Average FTEs | |
| Administration | 0.951 | 1.480 | 1.479 | 1.067 | 0.842 | 0.961 |
| Intake | 1.005 | 1.310 | 1.058 | 1.011 | 0.884 | 0.934 |
| Clinical Supervision and Support | 3.641 | 4.160 | 3.117 | 3.880 | 3.210 | 3.378 |
| Medical Records | 0.314 | 0.575 | 0.491 | 0.425 | 0.388 | 0.407 |
| Finance | 1.159 | 1.871 | 1.633 | 1.254 | 0.866 | 1.040 |
| Information systems | 0.318 | 0.287 | 0.365 | 0.391 | 0.339 | 0.355 |
| Human Resources | 0.479 | 0.553 | 0.459 | 0.404 | 0.377 | 0.392 |
| Marketing and Development | 0.452 | 1.238 | 1.158 | 0.582 | 0.970 | 0.885 |
| Total Administrative Staffing | 8.319 | 11.474 | 9.760 | 9.014 | 7.876 | 8.352 |

TOTAL FTEs

*Weighted average FTEs adjusted to be comparative to North Country Home Health & Hospice Agency, Inc. level of home health



Board of Directors
North Country Home Health & Hospice Agency, Inc.

We have audited the financial statements of North Country Home Health & Hospice Agency, Inc. (the Agency) as of and for the year ended December 31, 2015, and have issued our report thereon dated March 28, 2016. Professional standards require that we communicate to you the following information related to our audit.

Our Responsibility under U.S. Generally Accepted Auditing Standards

As stated in our engagement letter dated December 4, 2015, our responsibility, as prescribed by professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles. Our audit of the financial statements does not relieve you or management of your responsibilities.

In planning and performing our audit, we considered the Agency's internal control over financial reporting in order to determine our auditing procedures for the purpose of expressing our opinion on the financial statements and not to provide any assurance on the internal control over financial reporting.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by the Agency are described in Note 1 to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2015. We noted no transactions entered into by the Agency during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

The financial statement disclosures are neutral, consistent and clear. Certain financial statement disclosures are particularly sensitive because of their significance to the financial statement users. The most sensitive disclosures affecting the financial statements are as follows:

- Long-term debt (Note 4)
- Patient service revenue (Note 6)

Management Judgments and Accounting Estimates

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- Management's estimate of the allowance for uncollectible accounts receivable is based on historical trends and specific identification,
- Management's estimate of the Medicare PPS exchange is based on historical trends of actual payments compared to original claims, and
- Management's estimate of depreciation and amortization is based on the straight-line method in a manner intended to amortize the cost of the assets over their estimated useful lives.

We evaluated the basis for these estimates to satisfy ourselves as to their reasonableness in relation to the financial statements taken as a whole.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. An audit adjustment is defined as a proposed correction of the financial statements that, in our judgment, may not have been detected except through our auditing procedures. There were no significant audit adjustments.

A passed audit adjustment is an adjustment that is not proposed as a current year audit adjustment because the dollar amount of the adjustment is not considered material to the financial statements. There were no passed adjustments recorded as a result of the audit.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter March 28, 2016.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the Agency's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the Agency's auditor. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

INTERNAL CONTROL

In planning and performing our audit of the financial statements of the Agency as of and for the year ended December 31, 2015, in accordance with U.S. generally accepted auditing standards, we considered the Agency's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Agency's internal control. Accordingly, we do not express an opinion on the effectiveness of the Agency's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies in internal control that might be material weaknesses and, therefore, material weaknesses may exist that were not identified. However, as discussed below, we identified a deficiency in internal control that we consider to be a material weakness.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Agency's financial statements will not be prevented, or detected and corrected on a timely basis.

We consider the following deficiency in the Agency's internal control to be a material weakness:

Payroll

We noted during audit procedures payroll change reports are produced and a documented review of the report exists. Although documented controls exist, when performing our testing we selected an employee that received "on call" pay and received overtime pay for testing. When testing the pay rate calculation we noted the rate paid exceeded what would be statutorily required by the Department of Labor relating to "on call" and overtime pay calculations. The Department of Labor requires the use of the weighted average method to calculate overtime pay when "on call" or other types of pay are also provided to employees. We reviewed internal policies and noted there was no mention with regard to how overtime pay is calculated when "on call" time is earned, presumably deferring to statutory requirements prescribed by the Department of Labor. Although internal controls were in place and operating relating to the review of payroll change reports, the underlying supporting documentation for the changes was not reviewed. We recommend the Agency revisit its pay policy relating to overtime and "on call" pay, include supporting documentation with the payroll change report that is reviewed and consult with an attorney regarding the minimum requirements for such pay.

Board of Directors
North Country Home Health & Hospice Agency, Inc.
Page 4

We sincerely appreciate the cooperation, courtesy, and working environment provided to our personnel by management and the employees of the Agency during our engagement.

This communication is intended solely for the information and use of the Board of Directors and management and others within the Agency and is not intended to be, and should not be, used by anyone other than these specified parties.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 28, 2016



North Country Home Health & Hospice Agency

In The Business of Caring Since 1971

BOARD OF DIRECTORS

FY 2016

Officers:

PRESIDENT: Evelyn Elms
 VICE PRESIDENT: Chad Proulx
 TREASURER: David Kenney
 SECRETARY: Chrissy Smith

| | |
|---|---|
| <u>Eileen Brown</u> Chair- Fundraising & Marketing | <u>Marketing</u> 2015 – Start 1 st Term |
| <u>Evelyn Elms (Bunny)</u> Board President | <u>Community Member</u> 2009 – Start 1 st Term |
| <u>Catherine Flores</u> Personnel | <u>Director of Education & Staff Development</u> 2014 – Start 1 st Term |
| <u>Kelley Ilacqua</u> Finance Fundraising/Marketing | <u>Community Member</u> 2014-start 1 st term |
| <u>David Kenney</u> Chair, Finance Committee Personnel Building Committee Fundraising & Marketing | <u>Retired Educator/IT</u> 2014-start 1 st term |
| <u>Chad Proulx</u> Fundraising & Marketing Personnel Chair-Board Development | <u>Community Services</u> 2013 – Start 1 st Term |
| <u>Chrissy Smith</u> Fundraising/Marketing | <u>Sales & Marketing</u> 2014 -Start 1st Term |

JOANN MILLER

Professional Summary

Highly organized and detail-oriented scheduler with more than 15 years experience supplying thorough, organized administrative support to a busy home care agency. Customer service oriented receptionist skilled with greeting patients, triaging phone calls and processing incoming mail.

Skills

- 1 Self directed, hardworking & reliable
- 1 Works well under pressure
- 1 Creative problem solver
- 1 Good at multitasking
- 1 Supervisory experience
- 1 Computer scheduling proficiency
- 1 Multi-line phone operation proficiency
- 1 Professional phone & bedside etiquette

Work History

Supportive Care Scheduler & Receptionist, 08/2006 to Current
North Country Home Health & Hospice – Littleton, NH

- 1 Effectively schedule home health aide & homemaking visits for home care, hospice, grant program(for the 15 years) & private pay clients
 - 1 Manage schedules for 20 supportive care staff
 - 1 Perform supervisory visits for homemaking services
 - 1 Transfer detailed visit information between computer systems to facilitate billing & payroll processing
 - 1 Track visit information on state grant program services
 - 1 Work collaboratively with BEAS, CFI case managers, clients & clinical staff to ensure client safety & Satisfaction with services
 - 1 Enroll clients in homemaking services & formulate individualized patient centered plans of care with each client.
 - 1 Ensure regulatory & company policy compliance
 - 1 Answer & triage incoming phone calls to ensure calls are directed to appropriate staff
 - 1 Process incoming mail & record payments received via mail
 - 1 Troubleshoot phone printer & computer system issues
 - 1 Order office supplies
 - 1 Prepare conference room & order refreshments for board meetings
 - 1 Other duties as requested

Home Health Aide, 09/1991 to 08/2006

North Country Home Health & Hospice – Littleton, NH

- 1 Provided personal care to clients in their homes
- 1 Assisted with bathing, dressing ,feeding according to clients individual plan of care
- 1 Monitored client & home environment for any safety issues or concerns & reported to nurse accordingly
- 1 Provided emotional support to clients & families

Homemaker, 02/1990 to 09/1997

North Country Home Health & Hospice – Littleton, NH

- 1 Provided housekeeping and chore services in clients homes according to their individual plan of care
- 1 Performed shopping and errands for clients as requested
- 1 Prepared light meals as requested
- 1 Monitored clients and homes for any change in condition or safety concerns & reported to nurse as needed
- 1 Provided emotional support to clients & families

Store Manager,
Cumberland Farms – Littleton, NH

- 1 Managed day to day store operations
- 1 Supervised store employees
- 1 Managed & ordered inventory
- 1 Recruited & trained employees
- 1 Ensured compliance with state regulations & company policies
- 1 Counted, secured & delivered cash & receipts to armored personnel

Licensed Nursing Assistant,
Franconia Nursing Home – Franconia, NH

- 1 Assisted with bathing, dressing, feeding & transporting clients within the facility according to the individual care plan
- 1 Provided emotional support to clients & family

Education

High School Diploma: 1977
White Mountain Regional High School - Whitefield, NH

Patricia Pomierski Brown

Work (603) 444-5317

EDUCATION:

1974 RN Graduate of Westchester County NY Medical Center School of Nursing

WORK EXPERIENCE:

2016-Present: North Country Home Health and Hospice Agency, Littleton NH
Clinical Director.

2013-2016: Pemi Baker Community Health, Plymouth NH
OBQI/QAPI Consultant. Per diem field visit.

2008-2013: North Country Home Health and Hospice Agency, Littleton NH
Two years field RN. Three years OBQI/QAPI/Supportive Care Supervisor. Relief Intake and
Clinical Director.

1992-2008: Gentiva Home Health and Peconic Bay Home Health, Riverhead NY
Field RN.

1990-1992: UH Stony Brook NICU, Stony Brook NY

1986-1990: Kimberly Quality Care, Riverhead NY
Home care field RN.

1982-1985: Florida Home Health, Fort Myers, FL
Field RN.

1979-1982: Peconic Bay Medical Center ICU - ER, Riverhead NY
Relief charge surgical floor.

1975-1979: Montrose VA affiliated unit with NYU Acute Psych, Montrose NY
Three years Assistant Coordinator. Two years Rehab Drug & Alcohol Detox Coordinator.

1974-1975: Westchester County Medical Center Surgical Floor, Valhalla NY
Relief Charge.

VITAE

Scott Meyer
Professor Emeritus of Social Work

Work (603) 444-5317

EDUCATION:

| | | | |
|---|--------|------------------------------|-------------|
| 1987 | Ph.D. | Boston University | Social Work |
| Concentrations: Organizational Behavior, Medical Sociology, and Mental Health | | | |
| 1976 | M.S.W. | Adelphi University | Social Work |
| 1975 | B.S.W. | Adelphi University | Social Work |
| 1974 | A.A. | Queensboro Community College | |

WORK/TEACHING EXPERIENCE:

6/16-Present: North Country Home Health and Hospice Agency.
Interim Executive Director overseeing 50 employees with a \$2 million budget serving a 22 town area of Northern NH.

9/87-5/16: Plymouth State University, Plymouth NH. Profession Emeritus of Social Work and Sociology. Taught courses in Introduction to Social Work, Social Research Methods, Mental Health and Society, Human Behavior in the Social Environment, Sociology of Healthcare, Social Work Administration, and Socio Economic Aspects of Health and Human Services. Serving as Director of Field Education teaching the Social Work Seminar and Practicum. Served as Interim Dept. Chair Spring 1994, Falls of 2000, 2007 and 2014. Served as Coordinator of Institutional Research 88-90.

11/84-6/87: Boston University School of Medicine, Division of Psychiatry, Boston, MA. Executive Director of Social Rehabilitation Services at the Dr. Solomon Carter Fuller Mental Health Center. Responsible for fiscal, administrative, policy and planning, supervisory and clinical functions of 12 MH/MR programs with a \$1.5 million budget with 110 employees.

PROFESSIONAL ASSOCIATION MEMBERSHIP, LICENSURE AND PARTICIPATION:

American Board of Examiners in Clinical Social Work – Board Certified Diplomate in
Clinical Social Work #011708.
New Hampshire Certified Clinical Social Worker #226.
National Association of Social Workers.

JOB DESCRIPTION

JOB TITLE: FINANCE MANAGER

SUMMARY:

In accordance with NCHHA policies and procedures, performs and/or is responsible to thoroughly and accurately completing and/or supervising all duties involved with NCHHA financial and information management.

QUALIFICATIONS:

Education and/or Experience:

Degree in bookkeeping, accounting, or business management is preferred with 3-4 years of experience as full charge bookkeeper. Minimum 3 years supervisory experience required. Other experience or education may be considered.

Licenses/Insurance:

Access to operable, insured motor vehicle and valid driver's license with acceptable record of safe driving practice.

REPORTS TO:

Executive Director

ESSENTIAL FUNCTIONS:

- Administers and supervises all phases of the accounting operations at NCHHA.
- Develops and facilitates NCHHA bookkeeping, financial and information systems policies and procedures, in accordance with State and Federal regulations and NCHHA's Corporate Integrity Plan.
- Prepares annual budget in conjunction with Executive Director and presents to the Board of Directors for approval.
- Presents accurate & complete accounting reports with budget comparisons to the Board of Directors.
- Complies with "Must Meet" deadlines, providing reports on time as required to requestors such as the State of NH, Medicare, Counties, and Towns.
- Demonstrates consistent, complete, accurate, and accountable computers, spreadsheet, accounting and general ledger skills.
- Hires, evaluates, supervises, assigns duties to, advances and dismisses finance department employees and efficiently manages the day-to-day functions of these positions and employees. Is responsible for cross training of finance employees.
- Functions as the in-house information systems administrator and works closely with PTI to maintain computer systems.
- Is a collaborative member of the NCHHA Management Team
- Uses equipment and supplies in an appropriate and cost effective manner

- Submits accurate time records according to NCHHA policy
- Acknowledges that all information related to employees, clients and their families, and NCHHA business practices is confidential
- Practices proper body mechanics and observes safety measures
- Adheres to all safety policies including reporting/removing hazards immediately
- Demonstrates knowledge and compliance with infection control policies
- Follows instructions, responds to management direction
- Works cooperatively with other NCHHA personnel
- Complies with NCHHA's Standard of Conduct
- Required completion of time sheets and other records in accordance with agency policy and State and Federal regulations.
- Other duties as assigned by the Executive Director

LIMITED OR RESTRICTED FUNCTIONS/RESPONSIBILITIES:

The following functions and responsibilities will NOT be provided by the Finance Director:

- Transportation of clients.
- Acting as a guardian or Power of Attorney for an agency client
- Contracting in a private duty capacity with an active Agency client.
- Other functions/responsibilities as may be restricted

ALCOHOL/DRUG FREE WORKPLACE:

North Country Home Health & Hospice Agency receives government funding and is required by federal law to maintain a "drug-free workplace". "Drug-free workplace" policies and procedures are included in the personnel policies and, as a condition of employment, employees are expected to comply with all such policies and procedures.

EXPOSURE (INFECTION) CONTROL POLICY:

All agency employees are required to follow the policies and procedures regarding exposure/infection control, including Universal and Standard Precautions and all required trainings and educational programs.

CONFIDENTIALITY:

- Protecting the integrity and confidentiality of the client's personal and medical history, as well as their records, is of major importance to the agency. An employee is not to discuss the medical condition of any client without prior written authorization from the client.
- The agency "Release of Information" statement restricts all employees of the agency to discuss medical issues pertinent to a client or a client's family only with those individuals with a need to know (i.e. physician, supervisor, co-nurse or co-professional assigned to case, immediate family), and only with proper authorization.
- Any breach of client confidentiality will result in discipline and may result in immediate dismissal.

CLIENT RIGHTS & RESPONSIBILITIES:

An employee is required to understand and implement the agency's policy regarding Client Rights and Responsibilities. Employees are provided training and a copy of the agency's policy and as a condition of employment are expected to comply with the policy.

EMPLOYEE CIVIL RIGHTS:

North Country Home Health & Hospice Agency is an equal opportunity employer and operates in full compliance with the Civil Rights Act of 1964. During orientation employees are provided training and a copy of the agency policy. As a condition of employment, employees are expected to comply with all policies and procedures regarding employee civil rights.

Deborah J. Boyer

An experienced accounting professional, seeking new challenges and opportunities

Applicable Summary:

Over fifteen years of experience in accounting. Current experience includes general reception, clerical duties, payables, receivables, cash and account reconciliations, record keeping of donations and commissions due. Adept organizational skills for both short term and long term workload needs. Comfort in being a team member and self-motivated. Proficient and diversified computer skills including current experience with *Microsoft Word, Microsoft Excel, Power Point, Lawson, Client Line, Sirius Ware and ORMS.*

Professional Background:

Franconia Notch State Park/Cannon Mountain Ski Area 2008 / PRESENT

Park Headquarters Staff

- Administrative duties include reception as well as facilitating management with accounting workload.
- Auditing, reconciling, and recording daily cash reports for F.N.S.P. which includes Ski Area.
- Completing payables process and coding while adhering to State contracts and encumbrances.
- Responsible for F.N.S.P.'s inventory accuracy; Updating purchases/ transfers/ replacements.
- Assist and Document Cannon's donation processes for accurate philanthropic reporting.
- Assist in reconciling receivable accounts for lodging partners, trade partners, and commissions due.

Crisp and Richmond, LLC 2006 - 2004

Bookkeeping/Accountant

- Responsible for all bookkeeping for the law firm encompassing payables, receivables, billing monthly, payroll, benefit packages for full time employees and quarterly payroll taxes.
- Completed daily and monthly bank reconciliations and deposits daily.
- Established budgets in excel and variance reporting and analysis on a monthly basis.
- Compile employee and vendor tax documents when applicable during the year.

Talbots, Corporate Office 1999 - 2000

Bookkeeping/Accountant

- Capitalization, reconciliation, amortization/depreciation and retirement of Talbots' new stores, renovations and central location projects.
- Maintaining and auditing assigned asset, liability and expense accounts on a monthly basis through variance analysis and reconciliations.

Education:

Salem State College, Salem MA, Business Administration; Accounting Concentration

Cumulative GPA: 3.6 Honors: Delta Nu Delta (Business Honor Society)

North Country Home Health & Hospice Agency

Key Personnel List

Scott Meyer, Interim Executive Director (contract personnel)

Budgeted amount for Executive Director \$101,400 x 10% to grant = \$10,140 Note: New President hired for agency to begin 12/12/16 Michael Counter.

Patricia Brown, Clinical Director \$85,000 x 10% to grant=\$8,500

JoAnn Miller, Supportive Care Supervisor \$36,480 x35% to grant= \$12,786

Deborah Boyer, Finance Manger \$39,520 x15% = \$5,928

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-10)

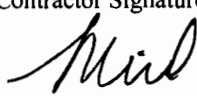
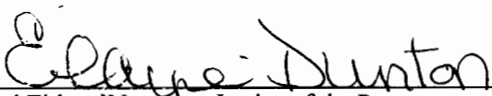
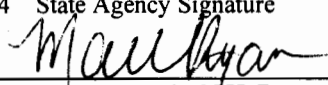

Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

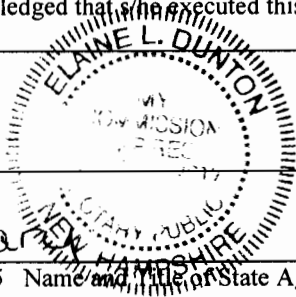
AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name The Homemakers Health Services | | 1.4 Contractor Address 215 Rochester Hill Road Rochester, NH 03867-1701 | |
| 1.5 Contractor Phone Number 603-335-1770 x111 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$1,468,695.68 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Susan Reid, President Board of Directors | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>Dec. 6, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Elaine Dunton - Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/7/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |



2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials MM
Date 12/6/16



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

ME
12/6/16



1.6. For the purposes of this contract, Quarterly is defined as the time period from:

- 1.6.1. July 1 to September 30.
- 1.6.2. October 1 to December 31.
- 1.6.3. January 1 to March 31.
- 1.6.4. April 1 to June 30.

2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.

ML
9/16/10



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her

MA
12/6/16



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
 - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.

[Handwritten Signature]
12/6/16



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

Handwritten initials, possibly 'M' or 'N', written in black ink.

12/6/16



2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
 - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
 - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

[Handwritten Signature]
12/6/16



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

ME
12/6/16



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those

Handwritten initials of the contractor, appearing to be 'SM'.

Handwritten date: 12/6/16.



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

MH

12/6/10



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

M
12/16/10



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they may be transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

ML
12/10/10



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.

M
12/16/10



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

ME
12/6/16

Exhibit B-1 Rate Sheet

| |
|--|
| In Home Care, In Home Health Aide, In Home Nursing Services |
|--|

| 01/01/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 40,360 | \$9.58 | \$386,648.80 |
| In Home Care Services (Title III) | 1/2 Hour | 2,761 | \$9.58 | \$26,450.38 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 450 | \$12.50 | \$5,625.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 37 | \$24.50 | \$906.50 |

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 80,719 | \$9.58 | \$773,288.02 |
| In Home Care Services (Title III) | 1/2 Hour | 5,521 | \$9.58 | \$52,891.18 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 900 | \$12.50 | \$11,250.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 74 | \$24.50 | \$1,813.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 20,180 | \$9.58 | \$193,324.40 |
| In Home Care Services (Title III) | 1/2 Hour | 1,380 | \$9.58 | \$13,220.40 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 225 | \$12.50 | \$2,812.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 19 | \$24.50 | \$465.50 |

Contractor Initials: MC
 Date: 12/10/16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

M
12/6/10



- 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.

M
12/10/14



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

ME
12/16/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

[Handwritten Signature]
Date 12/16/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

12/6/16
Date

Susan Reid Mill
Name:
Title: President



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/6/16
Date

Susan Reid
Name:
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/6/16
Date

Susan Reid
Name: President
Title:



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/6/16
Date

Sum Reil
Name:
Title: *president*

Exhibit G

Contractor Initials

SR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/6/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/6/16
Date

Susan Reid
Name:
Title: President

Contractor Initials M
Date 12/6/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

ML



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Handwritten initials, possibly 'M' or 'J', written in black ink.

12/6/10



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

ML

12/6/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Maureen Ryan

Signature of Authorized Representative

Maureen Ryan

Name of Authorized Representative

Director, OHS

Title of Authorized Representative

12/7/16

Date

Susan Reed for The Homemakers Health Services

Name of the Contractor

Mil

Signature of Authorized Representative

Susan Reed

Name of Authorized Representative

President Board of Directors

Title of Authorized Representative

12/6/16

Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/16/16
Date

Susan Reed
Name: President
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 197260375
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that The Homemakers Health Services is a New Hampshire nonprofit corporation formed March 29, 1974. 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 22nd day of August A.D. 2016



A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF VOTE

I, Robert May, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Secretary of Board of Directors for The Homemakers Health Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 05/03/16:
(Date)

RESOLVED: That the President or Vice President of Board for The Homemakers Health Services
(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 6 day of Dec, 2016
(Date Contract Signed)

4. Susan Reid is the duly elected President, Board of Directors
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Robert May
(Signature of the Elected Officer)

STATE OF NH
County of Strafford

The forgoing instrument was acknowledged before me this 6 day of Dec, 2016

By Robert May Jr
(Name of Elected Officer of the Agency)



(NOTARY SEAL)

Commission Expires: 9-19-17

NH DHHS, Office of Business Operations
Bureau of Provider Relationship Management
Certificate of Vote Without Seal 215 Rochester Hill Road Rochester, NH 03867-1701

July 1, 2005

Client#: 507997

HOMEMHEA

ACORDTM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | | | |
|---|--|---|------------------------|
| PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123 | | CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL: ADDRESS: | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: National Union Fire Ins Pittsbu | NAIC # 19445 |
| | | INSURER B: Wesco Insurance Company | 25011 |
| | | INSURER C: New Hampshire Insurance Company | 23841 |
| | | INSURER D: | |
| | | INSURER E: | |
| | | INSURER F: | |

INSURED
 The Homemakers Health Services
 215 Rochester Hill Rd
 Rochester, NH 03867

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.


| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|----------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | 29LX0664190070 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$1,000,000 |
| | <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (E& occurrence) \$100,000 |
| | <input checked="" type="checkbox"/> Professional Liab | | | | | | MED EXP (Any one person) \$5,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | |
| | <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | | | GENERAL AGGREGATE \$3,000,000 |
| | OTHER: | | | | | | PRODUCTS - COMP/OP AGG \$3,000,000 |
| | | | | | | | \$ |
| C | AUTOMOBILE LIABILITY | | | 01CA048192520 | 07/01/2016 | 07/01/2017 | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 |
| | <input type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | | | | \$ |
| | | | | | | | \$ |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | 29UD0628399600 | 07/01/2016 | 07/01/2017 | EACH OCCURRENCE \$2,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | <input checked="" type="checkbox"/> OCCUR | | | | | AGGREGATE \$2,000,000 |
| | DED | RETENTION \$ | | | | | \$ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WWC3220693 | 07/01/2016 | 07/01/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N | | | | | E.L. EACH ACCIDENT \$500,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | N | N/A | | | | E.L. DISEASE - EA EMPLOYEE \$500,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: BEAS Grant Title XX

CERTIFICATE HOLDER

CANCELLATION

| | |
|--|---|
| State of NH BEAS 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE  |
|--|---|

© 1988-2014 ACORD CORPORATION. All rights reserved.



nursing • home support • adult day care

**Homemakers Health Services
Mission Statement**

Our mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need so that they may remain safely in their home.

AUDITED FINANCIAL STATEMENTS
THE HOMEMAKERS HEALTH SERVICES, INC.
ROCHESTER, NEW HAMPSHIRE
JUNE 30, 2015

CONTENTS

| | |
|---|--------|
| INDEPENDENT AUDITOR'S REPORT | Page 3 |
| AUDITED FINANCIAL STATEMENTS: | |
| Balance Sheets | 4 |
| Statements of Operations | 5 |
| Statements of Changes in Net Assets | 6 |
| Statements of Cash Flows | 7- 8 |
| NOTES TO FINANCIAL STATEMENTS. | 9-19 |

PEACH & MCPHERSON
CERTIFIED PUBLIC ACCOUNTANTS
110 WASHINGTON AVENUE
NORTH HAVEN, CONNECTICUT 06473
TELEPHONE (203)934-9426

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors of
The Homemakers Health Services, Inc.
Rochester, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of The Homemakers Health Services, Inc. which comprise the balance sheets as of June 30, 2015 and 2014, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Homemakers Health Services, Inc. as of June 30, 2015 and 2014, and the results of its operations, changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



North Haven, Connecticut
September 1, 2015

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

BALANCE SHEETS

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|-----------------------------|--------------------|--------------------|
| Current Assets: | | |
| Cash and Cash Equivalents | \$ 197,596 | \$ 269,961 |
| Investments | 163,765 | 318,012 |
| Accounts Receivable | 254,399 | 201,689 |
| Grants Receivable | 76,142 | 67,917 |
| Bequest Receivable | 287,500 | - |
| Other Receivable | 26,652 | 7,385 |
| Prepaid Expenses | <u>20,642</u> | <u>19,147</u> |
| Total Current Assets | 1,026,696 | 884,111 |
| Property and Equipment, Net | 1,072,621 | 1,124,869 |
| Assets Limited as to Use: | | |
| Cash and Cash Equivalents | <u>40,963</u> | <u>-</u> |
| Total | <u>\$2,140,280</u> | <u>\$2,008,980</u> |

LIABILITIES AND NET ASSETS

| | | |
|--|--------------------|--------------------|
| Current Liabilities: | | |
| Current Portion of Long-Term Debt | \$ 11,047 | \$ 10,688 |
| Accounts Payable and Accrued Expenses | 74,765 | 78,937 |
| Accrued Payroll and Related Withholdings | 117,150 | 90,669 |
| Estimated Third-Party Payor Reserves | <u>29,318</u> | <u>29,318</u> |
| Total Current Liabilities | 232,280 | 209,612 |
| Long-Term Debt, Net of Current Portion | <u>148,902</u> | <u>159,949</u> |
| Total Liabilities | <u>381,182</u> | <u>369,561</u> |
| Net Assets: | | |
| Unrestricted | 1,718,135 | 1,639,419 |
| Temporarily Restricted | <u>40,963</u> | <u>-</u> |
| Total Net Assets | <u>1,759,098</u> | <u>1,639,419</u> |
| Total | <u>\$2,140,280</u> | <u>\$2,008,980</u> |

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

STATEMENTS OF OPERATIONS

For the Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|--------------------|----------------------|
| Operating Revenue: | | |
| Net Patient Service Revenue | \$2,024,158 | \$1,717,917 |
| Provision for Uncollectible Accounts | (130,876) | (30,597) |
| Net Patient Service Revenue, Less Provision for Uncollectible Accounts | 1,893,282 | 1,687,320 |
| Contributions, Bequests, Memorials and Fund Raising | 118,094 | 116,647 |
| Grant Revenue | 844,657 | 852,569 |
| Other Revenue | 18,926 | 20,466 |
| Interest Income | 3,284 | 9,383 |
| Net Assets Released From Restrictions Used For Operations | 339 | - |
| Total Operating Revenue | <u>2,878,582</u> | <u>2,686,385</u> |
| Operating Expenses: | | |
| Salaries and Related Expenses | 2,550,737 | 2,192,958 |
| Professional Fees and Contracted Services | 75,316 | 116,673 |
| Transportation | 125,740 | 134,704 |
| Space Occupancy | 73,001 | 72,141 |
| Other | 333,087 | 310,750 |
| Interest | 5,720 | 6,067 |
| Depreciation | 52,248 | 59,100 |
| Total Operating Expenses | <u>3,215,849</u> | <u>2,892,393</u> |
| Loss From Operations | <u>(337,267)</u> | <u>(206,008)</u> |
| Non-operating Income: | | |
| Bequests | 412,500 | - |
| Gain (Loss) on Sale of Assets | (1,902) | 15,178 |
| Net Appreciation (Depreciation) on Investments | 5,385 | (1,501) |
| Total Non-operating Income | <u>415,983</u> | <u>13,677</u> |
| Excess (Deficiency) of Revenue Over Expenses | <u>\$ 78,716</u> | <u>(\$ 192,331)</u> |

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

STATEMENTS OF CHANGES IN NET ASSETS

For the Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|--------------------|-----------------------|
| Unrestricted Net Assets: | | |
| Excess (Deficiency) of Revenue Over Expenses | \$ <u>78,716</u> | (<u>\$ 192,331</u>) |
| Temporarily Restricted Net Assets: | | |
| Contributions | 41,302 | - |
| Net Assets Released From Restrictions Used For Operations | (<u>339</u>) | - |
| Increase in Temporarily Restricted Net Assets | <u>40,963</u> | - |
| Change in Net Assets | 119,679 | (192,331) |
| Net Assets, Beginning of Year | <u>1,639,419</u> | <u>1,831,750</u> |
| Net Assets, End of Year | <u>\$1,759,098</u> | <u>\$1,639,419</u> |

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS

For the Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|--------------------|-------------------|
| Cash Flows From Operating Activities: | | |
| Cash Received From Patients and Third-Party Payors | \$1,840,572 | \$1,733,309 |
| Cash Received From Contributions, Bequests, Memorials and Fund Raising | 284,396 | 116,647 |
| Cash Received From Grants | 836,432 | 853,446 |
| Cash Received From Other Revenue | 2,518 | 20,466 |
| Cash Received From Interest Income | 3,284 | 9,383 |
| Cash Paid to Employees and Suppliers | (3,156,334) | (2,815,346) |
| Interest Paid | - | (6,067) |
| Net Cash Used by Operating Activities | <u>(189,132)</u> | <u>(88,162)</u> |
| Cash Flows From Investing Activities: | | |
| Purchase of Property and Equipment | - | (6,559) |
| Purchase of Investments | (2,270) | (7,632) |
| Proceeds Received From Sale of Investments | <u>160,000</u> | <u>24,783</u> |
| Net Cash Provided From Financing Activities | <u>157,730</u> | <u>10,592</u> |
| Cash Flows From Financing Activities: | | |
| Payments on Long-Term Debt | - | (10,342) |
| Net Decrease in Cash and Cash Equivalents | <u>(31,402)</u> | <u>(87,912)</u> |
| Cash and Cash Equivalents at Beginning of Year | <u>269,961</u> | <u>357,873</u> |
| Cash and Cash Equivalents at End of Year | <u>\$ 238,559</u> | <u>\$ 269,961</u> |

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

STATEMENTS OF CASH FLOWS – CONT'D.

For the Years Ended June 30, 2015 and 2014

RECONCILIATION OF CHANGE IN NET ASSETS
TO NET CASH USED BY OPERATING ACTIVITIES

| | <u>2015</u> | <u>2014</u> |
|--|--------------------|--------------------|
| Change in Net Assets | \$ 119,679 | (\$192,331) |
| Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities: | | |
| Debt Reduction – Sewer Hook-up Fees | (10,688) | - |
| Depreciation | 52,248 | 59,100 |
| (Gain) Loss on Sale of Assets | 1,902 | (15,178) |
| Net (Appreciation) Depreciation on Investments | (5,385) | 1,501 |
| (Increase) Decrease in Accounts Receivable | (52,710) | 45,989 |
| (Increase) in Bequest Receivable | (287,500) | - |
| (Increase) in Other Receivable | (19,267) | (7,385) |
| (Increase) Decrease in Grants Receivable | (8,225) | - 877 |
| (Increase) in Prepaid Expenses | (1,495) | (7,008) |
| Increase (Decrease) in Accounts Payable and Accrued Expenses | (4,172) | 13,687 |
| Increase in Accrued Payroll and Related Withholdings | <u>26,481</u> | <u>12,586</u> |
| Net Cash Used by Operating Activities | <u>(\$189,132)</u> | <u>(\$ 88,162)</u> |

See accompanying notes to financial statements.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS

For the Years Ended June 30, 2015 and 2014

Note 1 – Description of Organization

Organization

The Homemakers Health Services, Inc. (the Organization) was incorporated in 1974 in New Hampshire as a not-for-profit corporation. The Organization provides health and supportive services to individuals at their homes, primarily in Strafford County, New Hampshire and operates an adult medical day care center in Rochester, New Hampshire.

The Organization's mission is to provide comprehensive health care and supportive services to enhance the lives of individuals in need, so they may remain safely in their homes.

Note 2 – Significant Accounting Policies

The Organization prepares its financial statements in accordance with generally accepted accounting principles promulgated in the United States of America (U.S. GAAP) for Health Care Entities. The significant accounting and reporting policies used by the Organization are described subsequently to enhance the usefulness and understandability of the financial statements.

Use of Estimates

The preparation of financial statements requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include checking, savings and money market savings accounts, a money market mutual fund, and certificates of deposit.

Investments and Investment Policy

Investments in equity securities and in debt securities are measured at fair value in the balance sheet, in accordance with FASB Codification 820-10, Fair Value Measurements and Disclosures. Investments are classified as non-trading. Investment income (including realized gains and losses on investments, interest and dividends) is included in "excess (deficiency) of revenue over expenses", unless the income is restricted by donor or law. Unrealized gains and losses on investments are excluded from "excess (deficiency) of revenue over expenses".

The Organization has adopted investment policies for its long-term investment portfolio. The investment policy is established by the Finance Committee of the Board of Directors and is monitored and reviewed on an ongoing basis.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Assets Limited as to Use - Endowments

Board-designated Investments (Endowments) – represent resources set aside by the Board of Directors over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes. Currently, the Organization has no board-designated investments.

Donor-restricted Term Investment (Endowments) – represents resources restricted by donors for use as specified by the donor or by the passage of time. Currently, the Organization has no donor-restricted term investments.

Donor-restricted Permanent Investment (Endowments) – represents resources restricted by donors with the stipulation that the contribution must remain intact in perpetuity. Currently, the Organization has no donor-restricted permanent investments.

FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, provides guidance on net asset classification of donor-restricted funds for not-for-profit organizations that is subject to an enacted version of the Uniform Prudent Management of Institutional Funds Act (UPMIFA), and also requires additional disclosures about an organization's endowment funds (both donor restricted endowment funds and board-designated endowment funds), whether or not the organization is subject to UPMIFA. The State of New Hampshire has adopted UPMIFA, which established law for the management and investment of donor-restricted funds.

The Board of Directors and Management have determined that the Organization's investment portfolios meet the definition of endowment under FASB ASC 985-205. However, the Board of Directors and Management have determined that the Organization's net assets do not meet the definition of endowment under UPMIFA.

Accounts Receivable, Allowance for Uncollectibles and Provision for Bad Debts

The Organization's accounts receivable collection process includes reviewing aging reports, contacting payors to determine why payment has not been made, resubmitting claims when appropriate, and filing appeals with payors for claims that have been denied. The Organization records an estimated allowance for uncollectible accounts by applying estimated bad debt percentages to its patient accounts receivable aging. The percentages to be applied are based on the Organization's historical collection and loss experience.

The Organization's allowance for doubtful accounts at June 30, 2015 and 2014 was approximately \$124,075 and \$40,394, respectively, and is recorded as a reduction against "Accounts Receivable". The Organization's provision for bad debts at June 30, 2015 and 2014 was approximately \$130,876 and \$30,597, respectively, and is recorded as a reduction against "Net Patient Service Revenue". The allowance for doubtful accounts is maintained at a level that management believes is sufficient to cover potential losses. However, actual collections could differ from estimates.

Property and Equipment

Property and equipment acquisitions are recorded at cost. Depreciation is provided over the estimated useful life of each class of depreciable asset and is computed on the straight-line method. Estimated useful lives range from three to thirty years.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Net Asset Classifications

In accordance with the provisions of FASB ASC 958-205, Not-for-Profit Entities – Presentation of Financial Statements, the Organization is required to report net assets and changes in net assets in three classes that are based upon the existence or absence of restrictions on use that are placed by its donors, as follows:

- 1) Unrestricted Net Assets – represents unrestricted resources available for support of the Organization, including assets set aside by the Board of Directors, over which the Board of Directors retains control and may, at its discretion, subsequently use for other purposes.
- 2) Temporarily Restricted Net Assets – represents resources that are restricted by a donor for use for a particular purpose or in a particular future period, and income derived from permanently restricted net assets not yet expended in accordance with the donor's restriction. When the donor's restriction is satisfied, either by using the resources in the manner specified by the donor or by the passage of time, the expiration of the restriction is reported in the financial statements by reclassifying the net assets from temporarily restricted to unrestricted net assets.
- 3) Permanently Restricted Net Assets – represents resources received with the donor's stipulation that the contribution must remain intact in perpetuity. However, the income derived from permanently restricted net assets must be used in accordance with the donor's restriction. Currently the Organization has no permanently restricted net assets.

Net Patient Service Revenue

The Organization has reimbursement agreements with third-party payors, including Medicare and Medicaid, that provide for payments to the Organization at amounts different from its established rates. Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Organization's published sliding fee scale. Reductions in full charge are recognized when the service is rendered, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and adjusted in future periods as final settlements are determined.

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action, including fines, penalties and exclusion from the Medicare and Medicaid programs. The Organization believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in operating revenue in the year that such amounts become known.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Charity Care

The Organization provides care to patients, who meet certain criteria under its charity care policy, without charge or at amounts less than its established rates. Because the Organization does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

Recognition of Grant Revenue

The Organization recognizes grant revenue to the extent that eligible grant costs are incurred. Grants receivable are recognized to the extent costs have been incurred, but not reimbursed. Deferred revenue represents grant advances which exceed eligible costs incurred.

Grants require the fulfillment of certain conditions as set forth in the instrument of the grant. Failure to fulfill the conditions could result in the return of funds to grantors. As of the date of the financial statements, the Organization has not been informed by any funding organization of any funds, which are required to be returned.

Accounting for Contributions

Unconditional promises to give cash and other assets to the Organization are reported at fair value at the date the promise is received. Conditional promises to give and indications of intentions to give are reported at fair value at the date the gift is received. Unrestricted contributions are reported as increases in unrestricted net assets. Restricted contributions are reported as either temporarily or permanently restricted revenue if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying financial statements.

Income Taxes

The Organization is exempt from income taxes under Section 501(c) (3) of the Internal Revenue Code and, accordingly, there is no provision for income taxes. Income determined to be unrelated business taxable income would be taxable. During the years ended June 30, 2015 and 2014, the Organization had no unrelated business income. The Organization is no longer subject to federal, state or local tax examinations by tax authorities for years before fiscal year ended June 30, 2011.

The Organization, in accordance with the provisions of FASB ASC 740, Accounting for Uncertainty in Income Taxes, evaluates its uncertain tax positions, if any, on a continual basis through review of its policies and procedures, review of any required tax filings and discussions with outside experts.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 2 – Significant Accounting Policies – Cont'd.

Excess (Deficiency) of Revenue Over Expenses

The statement of operations includes excess (deficiency) of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess (deficiency) of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure through September 1, 2015, which is the date the financial statements were available to be issued.

Note 3 – Fair Value Measurements

In accordance with FASB ASC 820-10, Fair Value Measurements and Disclosures, the Organization is required to measure fair value of its assets and liabilities. Fair value measurements are based on the prices that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. The standard established a fair value hierarchy that prioritizes observable and unobservable inputs to measure fair value into three levels, as follows:

Level 1: Valuations based on quoted prices in active markets for identical asset or liabilities to which an entity has access at the measurement date. The fair value hierarchy gives the highest priority to Level 1 inputs.

Level 2: Valuations based on inputs and information other than quoted market indices included in Level 1 that are observable for the asset or liability, either directly or indirectly.

Level 3: Valuations based on unobservable inputs for the asset or liability. Unobservable inputs should be used to measure the fair value to the extent that observable inputs are not available.

The Organization's carrying amounts for all assets and liabilities, which are required to be measured at fair value, with the exception of investments, approximate fair value under Level 1. Investments approximate fair value based on Level 1 and are presented in Note 4.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 4 – Investments

The composition of unrestricted investments as of June 30, 2015 and 2014 is set forth in the following table. Investments are stated at fair value:

| | <u>Fair Value</u> | <u>Fair Value Measurements Using: Quoted Prices In Active Market For Identical Assets (Level 1)</u> |
|--------------------------------------|-------------------|---|
| <u>June 30, 2015</u> | | |
| Cash and Cash Equivalents | <u>\$149,642</u> | <u>\$149,642</u> |
| Common Stocks: | | |
| Financial | 560 | 560 |
| Consumer Goods | <u>13,563</u> | <u>13,563</u> |
| | <u>14,123</u> | <u>14,123</u> |
| Mutual Funds: | | |
| Intermediate Government Fixed Income | - | - |
| | <u>\$163,765</u> | <u>\$163,765</u> |
| <u>June 30, 2014</u> | | |
| Cash and Cash Equivalents | <u>\$ 9,274</u> | <u>\$ 9,274</u> |
| Common Stocks: | | |
| Financial | 556 | 556 |
| Consumer Goods | <u>11,819</u> | <u>11,819</u> |
| | <u>12,375</u> | <u>12,375</u> |
| Mutual Funds: | | |
| Intermediate Government Fixed Income | <u>296,363</u> | <u>296,363</u> |
| | <u>\$318,012</u> | <u>\$318,012</u> |

Note 5 – Property and Equipment

A summary of property and equipment at June 30, 2015 and 2014 is as follows:

| | <u>2015</u> | <u>2014</u> |
|--------------------------------|--------------------|--------------------|
| Land | \$ 834,355 | \$ 834,355 |
| Building and Improvements | 508,263 | 508,263 |
| Office Furniture and Equipment | 244,437 | 250,516 |
| Vehicles | <u>207,715</u> | <u>207,715</u> |
| Total Cost | 1,794,770 | 1,800,849 |
| Less, Accumulated Depreciation | <u>(722,149)</u> | <u>(675,980)</u> |
| Net Property and Equipment | <u>\$1,072,621</u> | <u>\$1,124,869</u> |

Depreciation expense for the years ended June 30, 2015 and 2014 amounted to \$52,248 and \$59,100, respectively.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 6 – Temporarily Restricted Net Assets

Temporarily restricted net assets at June 30, 2015 and 2014 are restricted to:

| | 2015 | 2014 |
|--------------------|----------|------|
| Day Out | \$34,656 | \$ - |
| Home Care Services | 6,307 | - |
| Total | \$40,963 | \$ - |

Note 7 – Long-Term Debt

The Organization and the City of Rochester, New Hampshire obtained grants and other funding commitments to fund the costs associated with the design and construction of an extension of the City of Rochester, New Hampshire's public sewer mains to service the Organization's property in Rochester, New Hampshire. The costs associated with the extension of the sewer main was \$523,298, which was funded by grants of \$181,925 and a promissory note, payable to the City of Rochester, New Hampshire of \$341,373. The promissory note bears interest at 3.352% per annum. In addition, the City of Rochester, New Hampshire has been approved for a loan funding grant in the amount of \$145,798, which consists of loan principal funding of \$105,018 and loan interest funding of \$40,780. The Organization recorded a net principal promissory note payable of \$236,355 with an issue date of July 1, 2007.

Long-term debt consists of the following at June 30, 2015 and 2014:

| | 2015 | 2014 |
|--|-----------|-----------|
| Note payable to the City of Rochester, New Hampshire, payable in annual payments of \$16,408, including interest at 3.352% and net of \$7,290 of principal and interest loan funding grant, through June 30, 2026. The note is secured by real estate. The \$16,408 payment due June 2015 was not required to be paid, as the Organization was credited, as per agreement, for sewer hook-up fees that the City of Rochester received. The sewer hook-up fees are included in "Other Revenue". | \$159,949 | \$170,637 |
| Less, Current Installments | 11,047 | 10,688 |
| | \$148,902 | \$159,949 |

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

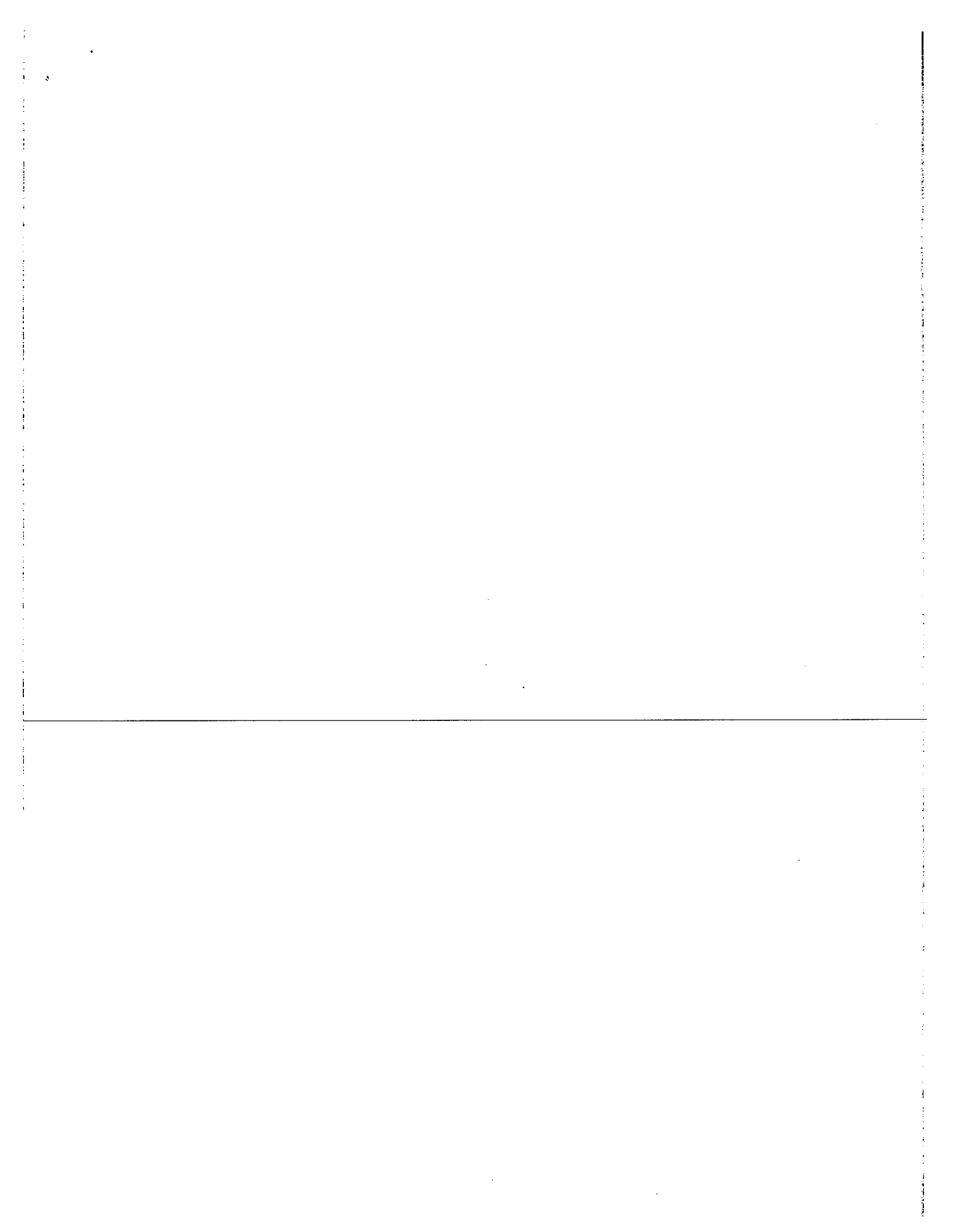
Note 8 – Net Patient Service Revenue

Approximately seventy-two percent in 2015 and seventy-four percent in 2014 of net patient service revenue was derived under federal (Medicare) and state (Medicaid and Medicaid Waiver) third-party reimbursement programs. These revenues are subject to audit and retroactive adjustment by the respective third-party fiscal intermediaries. In the opinion of management, retroactive adjustments, if any, would not be material to the financial position or results of operations of the Organization.

The Organization also has entered into payment agreements with certain commercial insurance carriers and health maintenance organizations. The basis for payment to the Organization under these agreements are negotiated rates usually less than its established charges.

Net patient service revenue is as follows for the years ended June 30, 2015 and 2014:

| | <u>2015</u> | <u>2014</u> |
|----------------------------------|--------------------|--------------------|
| Federal Programs | \$ 879,543 | \$ 754,054 |
| State Programs | 574,348 | 501,130 |
| Other Third Parties and Self-Pay | <u>570,267</u> | <u>462,733</u> |
| | <u>\$2,024,158</u> | <u>\$1,717,917</u> |



| <u>Grant Receivable</u> | | <u>Grant Revenue</u> | |
|-------------------------|------------------|----------------------|------------------|
| <u>2015</u> | <u>2014</u> | <u>2015</u> | <u>2014</u> |
| \$ - | \$ 19,284 | \$ - | \$ 273,797 |
| 5,365 | - | 54,375 | - |
| - | 3,114 | - | 54,160 |
| 66,479 | - | 747,387 | - |
| - | 37,377 | - | 430,391 |
| 269 | - | 1,715 | - |
| - | 161 | - | 1,169 |
| 1,125 | - | 10,600 | - |
| - | 827 | - | 8,458 |
| <u>-</u> | <u>4,868</u> | <u>-</u> | <u>58,632</u> |
| <u>73,238</u> | <u>65,631</u> | <u>814,077</u> | <u>826,607</u> |
| 2,904 | - | 30,580 | - |
| <u>-</u> | <u>2,286</u> | <u>-</u> | <u>25,962</u> |
| <u>2,904</u> | <u>2,286</u> | <u>30,580</u> | <u>25,962</u> |
| <u>\$ 76,142</u> | <u>\$ 67,917</u> | <u>\$844,657</u> | <u>\$852,569</u> |

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 10 – Functional Expenses

The Organization provides health and supportive services to residents within its geographic location, and also operates an adult medical day care center. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|--------------------|--------------------|
| Administrative and General | \$1,088,514 | \$ 818,826 |
| Skilled Services | 948,501 | 836,658 |
| Home Support | 713,838 | 717,731 |
| Adult Day Care | 415,327 | 424,167 |
| Medical Transportation | - | 58,632 |
| Fund Raising | <u>49,669</u> | <u>36,379</u> |
| Total | <u>\$3,215,849</u> | <u>\$2,892,393</u> |

Note 11 – Concentration of Risk

Amounts held in financial institutions are in excess of the Federal Deposit Insurance Corporation and Securities Investor Protection Corporation limits. The Organization deposits its funds with high quality financial institutions, and management believes the Organization is not exposed to significant credit risk on those amounts.

The Organization grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. The mix of receivables from patients and third-party payors is as follows:

| | <u>2015</u> | <u>2014</u> |
|---------------------|-------------|-------------|
| Federal Programs | 26% | 37% |
| State Programs | 28 | 21 |
| Other Third Parties | 30 | 23 |
| Patients | <u>16</u> | <u>19</u> |
| | <u>100%</u> | <u>100%</u> |

A significant portion of the Organization's net patient service revenue comes from federal and state reimbursement programs. (See Note 8)

A significant portion of the Organization's grant revenue comes from state grant awards. (See Note 9)

Note 12 – Related-Party Transactions

One member of the Board of Directors is employed by Frisbie Memorial Hospital. Frisbie Memorial Hospital refers patients, who are in need of home care services, to the Organization in the ordinary course of business. The patients' services are paid by a third-party payer. No compensation is paid to or received from the board member.

THE HOMEMAKERS HEALTH SERVICES, INC.
Rochester, New Hampshire

NOTES TO FINANCIAL STATEMENTS – CONT'D.

For the Years Ended June 30, 2015 and 2014

Note 13 – Risks and Uncertainties

Because a high percentage of the Organization's revenue is derived from Federal and State reimbursement programs and grant awards, reductions in rates, rate increases that do not cover cost increases and/or significant changes to the payment methodologies could have a material adverse effect on the Organization's financial condition, including results of operations and cash flows, and may require the Organization to revise ways in which business is conducted.

The Organization invests in various investment securities. Investment securities are exposed to various risks, such as interest rate, market and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term and such changes could materially affect the amounts reported.

AUDITED FINANCIAL STATEMENTS
THE HOMEMAKERS HEALTH SERVICES, INC.
ROCHESTER, NEW HAMPSHIRE
JUNE 30, 2014

CONTENTS

| | |
|--|--------|
| INDEPENDENT AUDITOR'S REPORT | Page 3 |
| AUDITED FINANCIAL STATEMENTS: | |
| Balance Sheets | 4 |
| Statements of Operations and Changes in Net Assets | 5 |
| Statements of Cash Flows | 6- 7 |
| NOTES TO FINANCIAL STATEMENTS | 8-17 |

PEACH & MCPHERSON
CERTIFIED PUBLIC ACCOUNTANTS
110 WASHINGTON AVENUE
NORTH HAVEN, CONNECTICUT 06473
TELEPHONE (203) 234-9126

INDEPENDENT AUDITOR'S REPORT

To The Board of Directors of
The Homemakers Health Services, Inc.
Rochester, New Hampshire

Report on the Financial Statements

We have audited the accompanying financial statements of The Homemakers Health Services, Inc. which comprise the balance sheets as of June 30, 2014 and 2013, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Homemakers Health Services, Inc. as of June 30, 2014 and 2013, and the results of its operations, changes in net assets and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.



North Haven, Connecticut
September 23, 2014

The Homemakers Health Services, Inc.
Board of Directors
FY 16/17

Officers

President: Susan Reid, M.D.
Vice President: Ronald Indorf, Esq.
Treasurer: William Hartley, Esq.
Secretary: Robert May, Jr.

Board of Directors – Terms

Three Year Term

William Hartley, Esq.

Peter Lester

Ronald Indorf, Esq.

Marc Drapeau

Two Year Term
Susan Reid, M.D.

Jerry Boudreau

Larry Spector

One Year Term
William Colbath

Robert May, Jr.

Tracy Hayes

Carroll D. Piper, MBA

2016 – Current - Chief Financial Officer, Interim Chief Executive Officer
The Homemakers Health Services
Rochester, New Hampshire

1996 – Present – Adjunct Professor of Accounting & Taxation
Southern New Hampshire University

Teaching all levels of Accounting - including on-line instruction
Authored On Line Graduate Accounting Course
Nominated for teaching in Excellence 2010, 2011 and 2013
Advisor for FBLA-PBL – Future Business Leaders of America Club -
Co-Advisor State Chapter FBLA-PBL

2013 to 2016 – Adjunct Professor of Accounting
Teaching Accounting in class and online
Community College System of New Hampshire
Manchester Community College
Lakes region Community College

2002 – 2005 – Accounting Consultant
Various clients including Defense Department Contractors and Commercial clients
Primarily evaluating accounting systems
Reconfiguring systems as necessary to meet requirements of efficient operations

2002 – 2006 Accounting Consultant
Visiting Nurse Association & Hospice of VT & NH
White River Junction, VT
Redesign of Solomon Accounting System
Created Management Reports using FRx Reporting software
Wrote and implemented internal control policies in several areas including Cash, Accounts
Receivable, Purchasing and Accounts Payable

2000 – 2002 **Financial Analyst/Cost Accountant**
KIBFEL TECHNOLOGIES, INC
Hampton, NH
Responsible for all aspects of accounting, Foreign Exchange Contracts
Job Costing, Budget Preparation/Control, Inventory Management

- Implemented Inventory Controls - resulted in reducing Inventory Variance to less than 1% in 6 months
- Analyzed Production Costs and implemented controls to increase accuracy and timely reporting.
- Financial Statement preparation / analysis / presentation to Officers

Carroll D. Piper, MBA

1997 – 2000 **Auditor**

PRICEWATERHOUSECOOPERS, LLP

Portland, Maine

Primary Role: Auditor

Performing the following:

Audits of Commercial/Industrial Companies

Audits of Non-Profit Organizations

A-133 Compliance Audits

Audits of ERISA Plans

Systems Requirements Analyst

Business Process Reengineering

Systems Design Specification, Documentation

Systems Selection and Implementation.

1995 – 1997

**BUSINESS ADMINISTRATOR,
SCHOOL ADMINISTRATIVE UNIT # 56
Somersworth, New Hampshire**

Primary Role: Budget development and presentation to the school boards and the public; financial statement preparation and reporting to the State Department of Education.

Secondary Role: Personnel Administration, School Lunch Program, Student Transportation, Physical Plant Maintenance, Construction, Risk Management

Accomplishments:

Implemented Human Resources Management Software I

Implemented Remote Purchase Order System for all Locations

Restructured Budget format to identify all costs by building - district wide

1990- 1995 **FINANCE DIRECTOR**

Town of Wolfeboro, New Hampshire.

Primary Role: Budget Development and controls, presentation to the Board of Selectmen and the public.

Primary task in first year was to restructure accounting system and train all staff in its use.

This position requires the ability to manage multiple budgets including two enterprise funds; requires high degree of proficiency in accounting and personnel administration. Position also serves as systems administrator.

Accomplishments:

Implemented Uniform Municipal Accounting System

Designed and implemented Purchase Order System

Consolidated accounts payable from all departments into one

Improved budgetary controls - improved departmental accountability

Designed Monthly Financial Statements for each department

Carroll D. Piper, MBA

Education:

Husson University, Bangor, Maine

Master of Science in Business: Accounting Concentration, May 1990

Bachelor of Science in Business Administration: Accounting Concentration, May 1986

Andover College, Portland, Maine

Associate of Applied Science of Accounting May 1984

Barbara A. Laganieri R.N. BSN

OBJECTIVE

To obtain a long term nursing position that will allow me to benefit my employers professionally and give the highest level of comfort and care to patients.

EDUCATION

2011 - Associates of Science in Nursing; Great Bay Community College. Portsmouth, NH

2015 - Bachelors of Science in Nursing; Saint Joseph's College of Maine. Standish, Maine

2015- Present: Enrolled in MSN program; Saint Joseph's College of Maine. Standish, Maine

LICENSURE AND CERTIFICATIONS

- Registered Nurse NH # 064646-21
- CPR Certified for Basic Life Support exp 5/2017
- Nurse Leadership and Behavioral Health Nurse Trained /Mental Health First Responder Certified
- NHANA & ANA Member

WORK EXPERIENCE

(2015-Present) Program Director Skilled Nursing: The Homemakers Health Services, Rochester, New Hampshire

- Responsible in the planning; coordination, leading, controlling and evaluation of home care services. Responsible for coordination and liaison community affiliates. Supervises professional and paraprofessional personnel rendering client care services, while fostering public relations for the agency by consulting and planning with health care facilities regarding staffing needs and communicates the concept of quality client care to the community.

(2013 - Present) Case Manager and Quality Assurance Nurse: The Homemakers Health Services. Rochester, New Hampshire

- Case Manager:
 - Assess health care needs, collaborate with medical professionals and coordinate referral services to design effective treatment plans.
 - Performing case management to clients assigned to my care; including those who have geriatric, rehabilitative or psychological needs.
 - Clinical Skills: including wound care, mental health, cardiac, diabetic management
 - Psychiatric Nurse; lead program development and implementation.
- Quality and Assurance Nurse:
 - Responsible for educating clinical staff in better work practices.
 - Reviewed, designed, and assisted in the implementation of changes in processes and procedures to maximize profits, decrease denial of payments.

(2011-2013) Charge Nurse: Rochester Manor. Rochester, New Hampshire

Oversaw all staff on the rehab wing to insure the personnel on the unit provided appropriate care to the residents. Directed admissions, discharges, and flow of patients. Trained staff in the appropriate use of the Minimal Data Set system to insure patient care plans and regulatory standards were met. Created policies and procedures to prevent falls, decrease pressure ulcers and increase accountability with LNA's.

(2011-2012) Staff Nurse: Strafford County Department of Corrections. Rochester, New Hampshire
Administered medications, treated patients for medical needs, and triaged patients for referral to other healthcare providers.

(2010-2011) Substitute Teacher & Aid: Rochester School Department. Rochester, New Hampshire
Assisted in providing in-class tutoring, implemented substitute plan, and ensured a safe and constructive setting for students and staff.

(2000-2010) Department Manager/Optician: Wal-Mart. Newington, New Hampshire
Supervised, trained, and recruited employees. Identified and implemented cost effective programs.

Stacia Jablonski

SKILLS & QUALIFICATIONS

- Demonstrates leadership and independence, responsibility, accountability, reliability, integrity and respect.
- Enjoys working toward a common goal within a team context.
- Consistently exceeds in organization, multitasking and prioritizing throughout the day, eager to welcome new initiatives.
- Able to successfully coordinate the management of the referral process within the Intake department
- Proficient with computers and programs such as MS Office, Meditech, On Base, Patient Ping, ContinuumLink, MMIS and Curaspan, and eagerly embraces new learning.
- Implement process improvements and initiate tracking tools within the department to ensure processes are followed and data is tracked for performance goals.
- Knowledgeable of medical terminology, health care laws and ethics.
- Coordinates new projects and implements functionality within the department.
- Assists in managing relationships with prospective referral sources and Case Managers at the State level.

EXPERIENCE

Homemakers Home Health – Rochester, NH

June 2016- Present

Director of Intake and Home Support

- Communicates regularly with clinicians regarding physician orders, scheduling changes, changes to Plans of Care, and anything needed by clinicians to effectively and efficiently care for patients
- Works directly with field staff to ensure quality of care and ensure client needs are being met
- Maintains integrity within the department to ensure compliance with agency, state and federal regulations
- Assists Clinical/Non Clinical Scheduling Coordinator with orders for services, Plan of Care frequencies, authorization issues to ensure correct billing, and caregiver/client compatibilities
- Works directly with Clinical Director to provide data tracking, problem solve and assist in staffing other opportunities that arise on an hourly/daily basis
- Maintains and obtains authorization from private insurances and State funding sources for services
- Manages Intake flow to ensure compliant documentation and timeliness of both services and billing
- Assists with QA in troubleshooting billing issues and ensuring timely billing of services
- Designed and implemented tracking tools to measure progress and performance goals
- Initiated rollout of Home Support Intake Assistants to assist Home Support Care Coordinator with new clients admissions resulting in administrators being present in the office more frequently
- Provides client customer service to provide solutions to any issues that arise
- Coordinates care for skilled services and home support services through referrals, intake process and the scheduling of staff
- Assists in the hiring and orientation process of Home Support field staff, completes annual performance evaluations of field staff and Intake department staff
- Contributes toward all goals regarding fundraising, expansion and development, process improvements and regulation updates within the Management Team and participates in presenting these progress goals to other agencies
- Participates and volunteers regularly with agency events and fundraising efforts and coordinates appreciation of staff through events, raffles, etc as a member of the FUSE committee

- Member of the Professional Advisory Committee (PAC) to write and update processes and policies within the agency

Northeast Rehabilitation Hospital – Pease, Portsmouth, NH

August 2011 – June 2016

Administrative Assistant – Case Management

- Coordinates discharge plans for patients by making referrals to home care agencies, outpatient providers, and skilled nursing facilities.
- Ensures all appropriate documentation has been completed and sent to receiving post-acute care providers.
- Maintains professional working relationships with MD's and DO's to get appropriate orders and signatures, such as Medicare documents and ICD 10 codes when needed, for patient care after acute rehab.
- Maintains professional working relationships with liaisons and care managers, ensures appropriate documentation is provided for continuum of care.
- Schedules follow up appointments with Primary Care Providers to ensure a seamless handoff without a lapse in care, which aides in lowering readmissions with successful discharges to home.
- Works as a departmental team to quickly and effectively achieve budgets and optimum bed flow.
- Demonstrates strong collaboration skills with other departments, such as nursing, rehab and admissions, to ensure the highest level of patient care.
- Attends Team Conferences providing updates on discharge disposition goals.
- Manages real time calendar of discharges and dispositions which is utilized throughout all hospital departments.
- Organizes team building activities.
- Trained fellow staff in initiative concerning 30 Day Follow-up Phone Calls as a way of tracking readmits and follow up's with PCP's.

New Balance, Norway, ME

September 2010 – December 2010

QA Assistant/Assembler

- Worked as a team to quickly and effectively achieve goals
- Demonstrated strong problem-solving skills
- Selected by Plant Manager and QA Manager to lead new QA Project; supervised and trained 15 temps per day to execute initiative; tracked data and assessed progress hourly

Staples, Hooksett, NH

September 2006 – August 2010

Operations Manager

- Managed day-to-day operations, loss prevention and safety audits
- Reconciled registers and safe; made bank deposits
- Hired and trained new employees
- Performed annual reviews and managed employee schedules
- Ensured store achieved its designated sales and service-plan goals

Wal-Mart, Concord, NH

January 2003 – September 2006

Assistant Manager

- Monitored loss prevention and safety efforts/reports
- Hired and trained new personnel
- Coached employees to enhance interpersonal skills; initiated team-building efforts

- Maintained scheduling and performed annual reviews to measure progress
- Achieved daily, weekly, and annual sales goals for the store

EDUCATION

- Currently pursuing Bachelor of Science in *Health Care Management* from Granite State College
 - 100/124 credits achieved with 3.81 GPA

ACHIEVEMENTS

- Awarded the Osher Scholarship in 2014
- Awarded NRHN Scholarship in 2013

Please see attached Letters of Reference

Deborah M. Smith



Experience:

The Homemakers Home Health Rochester, NH
Care Coordinator/Manager 08/2016 to Present
Coordinate in home support services to the elderly and disabled. Maintain and process paperwork required for State Grant funding. Assist clients and families with inquires surrounding respective client's needs centered around each individuals Plan of Care. Communicate with internal and external sources providing information pertinent to client care. Conduct Field visits, giving support to staff. Assist with scheduling of clients and staff. Maintain and follow up on Referrals from outsources.

Oculus Health Portsmouth, NH
Care Manager/LNA 03/2016 to 08/2016
Manage and support members via phone and computer. Manage a personalized care plan for each member to address their physical, mental and preventative health. Coach members to reach their goals of medication management, following treatment plans, healthful heating, and weight management. Prepare members for appointment, procedures and follow up with their needs. Proactively suggest services relevant to each members needs.

The Homemakers Health Services Rochester, NH
Skilled Team Assistant 03/2015 to 03/2016
Coordinate and process homecare paperwork from Hospital and Rehab Facilities to provide in home nursing care. Verify Insurance information for eligibility and benefits. Maintain the Intake Flow sheets that keep track of patients on service. Scanning documents into the EMR system and assembling charts for the nursing staff. Answer phones, calling patients and doctors offices, faxing and coping. Assist with scheduling of the nursing staff.

Living Innovations Home Care Dover, NH
Home Care Coordinator/LNA 08/2012-03/2015
Supervise 25 + Staff Members in the homecare field. Coordinating care for the elderly and disabled to live a healthy and safe life in their homes. Assist with the scheduling of staff to work in the clients homes as well as to maintain relationships with the State Of NH and the Veterans Administration to assist with in home services.

Weeks Medical Center Lancaster, NH
Health Unit Coordinator/LNA 02/2012-07/2012
Demonstrate all clerical functions of the nursing station to include processing of all Doctors and Nursing orders for the medical surgical and ICU patient population, as well as answering a multiline telephone system. Answering patient call lights and assisting with patient care as directed by the nursing staff.

Frisbie Memorial Hospital

Rochester, NH

OR Control Desk Coordinator/LNA

05/2007-01/2012

Duties to include: The tracking of patient location throughout their surgical stay on a computerized flow chart board as well as keeping the surgical team, surgeons and anesthesiology informed. Controlled a multiline phone system for the efficient operation of a 5 Operating Room facility and maintained the surgical schedule for the Operating Room. Ordered Labs, EKG's and X-rays as instructed by the Doctors and nursing staff.

Thomas Family Mortgage

Rochester, NH

Loan Officer

08/2005-05/2007

Obtained Loan Applications from borrowers, ordered credit reports and applicable paperwork to obtain financing for home loans.

Frisbie Memorial Hospital

Rochester, NH

LNA/Endoscopy Technician II

03/2000-08/2005

Duties consisted of directly assisting Physicians during endoscopic procedures such as colonoscopies, Gastrosopies, ERCP's, Bronchoscopies and Foreign Body Removal and assisted RN's in direct patient care. Maintained and sterilized the equipment used to perform these procedures.

Registration Coordinator

Registered patients into the Emergency Room and Outpatient Services and verifying demographics for insurance processing.

Shaheen & Gordon, PA

Dover, NH

Receptionist

04/1998-02/2000

Answered a multiline phone system and greeting clients. Transcribed tapes from the Attorneys, ordered office supplies and assisted the billing department with invoices and special projects.

Education:

Leadership Development Program

Dover, NH

Living Innovations Homecare

2014

Licensed Nursing Assist Program

Dover, NH

2002

Medical Terminology

Rochester, NH

THE HOMEMAKERS HEALTH SERVICES

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|-------------------|-------------------------------|----------|---------------------------|--------------------------------|
| Carroll Piper | CFO/Interim CEO | \$75,000 | 8% | \$6,000 |
| Linda Howard | VP of Operations | \$65,000 | 3% | \$1,950 |
| Barbara Laganieri | Director of Clinical Services | \$62,400 | 3% | \$1,872 |
| Stacia Jablonski | Intake Director | \$35,360 | 25% | \$8,840 |
| Deborah Smith | Care Coordinator | \$35,360 | 75% | \$26,520 |

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-11)

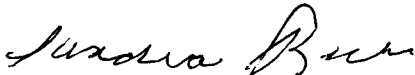
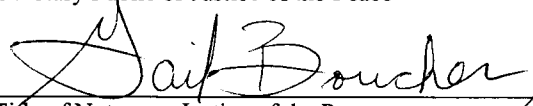
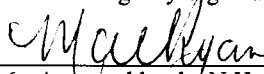
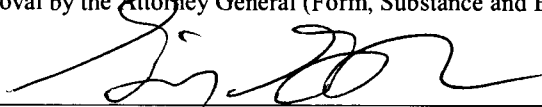
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|--|--------------------------------------|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name Visiting Nurse Home Care & Hospice of Carroll County | | 1.4 Contractor Address Box 432 1529 White Mountain Highway North Conway, NH 03860 | |
| 1.5 Contractor Phone Number 603-356-7006 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$442,961.91 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory SAUDNA RUKA EXECUTIVE DIRECTOR | |
| 1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Dec. 1st 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace [Seal]  | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Gail Boucher, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u> | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A
Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Carroll County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
 - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 2.2.9.4.2. Declining mental or physical health of the caregiver.
 - 2.2.9.4.3. Declining mental or physical health of the individual.
 - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
 - 2.2.9.4.5. Length of time on the wait list.
 - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
 - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
 - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.
 - 2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.
 - 2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

- 2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.
- 2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
 - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
 - 5.1.7. Unmet need/waiting list.
 - 5.1.8. Lengths of time clients are on a waiting list.
 - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
 - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
- 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

| 1/1/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 9,429 | \$9.58 | \$90,325.03 |
| In Home Care Services (Title III) | 1/2 Hour | 390 | \$9.58 | \$3,736.20 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 2,600 | \$12.50 | \$32,500.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 7/1/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 18,857 | \$9.58 | \$180,650.06 |
| In Home Care Services (Title III) | 1/2 Hour | 780 | \$9.58 | \$7,472.40 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 5,200 | \$12.50 | \$65,000.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 7/1/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 4,714 | \$9.58 | \$45,160.12 |
| In Home Care Services (Title III) | 1/2 Hour | 195 | \$9.58 | \$1,868.10 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 1,300 | \$12.50 | \$16,250.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

Contractor Initials: AK

Date: 6-1-16



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check if there are workplaces on file that are not identified here.

Contractor Name:

12-1-16
Date

Suzanne Rukn
Name: SUZANNE RUKN
Title: Executive Director



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12-1-16
Date

Suzanne Bue
Name: SUZANNE BUE
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12-1-16
Date

Sandra Ruka
Name: SANDRA RUKA
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials 12-1-16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12-1-16
Date

Sandra Ruka
Name: SANDRA RUKA
Title: EXECUTIVE DIRECTOR

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials 12-1-16

Date 12-1-16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12-1-16
Date

SALORA RUKA
Name: SALORA RUKA
Title: Executive Director



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. “Required by Law” shall have the same meaning as the term “required by law” in 45 CFR Section 164.103.
- m. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. “Unsecured Protected Health Information” means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
 - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.

- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|--|--|
| _____ | <u>VICTOR WORSE HOME CARE & HOSPICE</u> |
| The State | Name of the Contractor <u>OF CHARLETTOWN</u> |
| <u>Maureen Ryan</u> | <u>Sandra Rux</u> |
| Signature of Authorized Representative | Signature of Authorized Representative |
| <u>Maureen Ryan</u> | <u>SANDRA RUX</u> |
| Name of Authorized Representative | Name of Authorized Representative |
| <u>Director, OHS</u> | <u>Executive Director</u> |
| Title of Authorized Representative | Title of Authorized Representative |
| <u>12/6/14</u> | <u>12-01-2014</u> |
| Date | Date |



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12-1-16
Date

Jordan Beck
Name: JORDAN BECK
Title: Executive Director



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 929994960
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Visiting Nurse Home Care & Hospice of Carroll County is a New Hampshire nonprofit corporation formed November 16, 1992. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.

In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April, A.D. 2015



William M. Gardner

William M. Gardner
Secretary of State

NEW HAMPSHIRE

Corporation Division

Search
 By Business Name
 By Business ID
 By Registered Agent
 Annual Report
 File Online
 Guidelines
 Name Availability
 Name Appeal Process

Date: 11/30/2016

Filed Documents
 (Annual Report History, View Images, etc.)

Business Name History

| Name | Name Type |
|---|------------|
| Visiting Nurse Home Care & Hospice of Carroll County | Legal |
| VISITING NURSE AND HOSPICE CARE SERVICES OF NORTHERN CARROLL COUNTY | Prev Legal |
| VISITING NURSE SERVICES OF NORTHERN CARROLL COUNTY, INC. | Prev Legal |

Non-Profit Corporation - Domestic - Information

| | |
|---------------------------------------|--|
| Business ID: | 183187 |
| Status: | Good Standing |
| Entity Creation Date: | 11/16/1992 |
| State of Business.: | NH |
| Principal Office Address: | 1529 White Mountain Highway NORTH CONWAY NH 03860 |
| Principal Mailing Address: | PO Box 432 North Conway NH 03860 |
| Expiration Date: | Perpetual |
| Last Annual Report Filed Date: | 12/15/2015 4:05:24 PM |
| Last Annual Report Filed: | 2015 |

Registered Agent

| | |
|-------------------------|------------|
| Agent Name: | |
| Office Address: | No Address |
| Mailing Address: | No Address |

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.

CERTIFICATE OF VOTE

I, Joan Lanoie, do hereby certify that:
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Visiting Nurse Home Care Hospice
(Agency Name) of Carroll County

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of
the Agency duly held on 12-01-2016:
(Date)

RESOLVED: That the Sandra Rukn
(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 1 day of Dec, 2016.
(Date Contract Signed)

4. Sandra Rukn is the duly elected Executive Director
(Name of Contract Signatory) (Title of Contract Signatory)
of the Agency.

Joan Lanoie
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE
County of Carroll

The forgoing instrument was acknowledged before me this 1ST day of Dec., 2016.

By Joan Lanoie
(Name of Elected Officer of the Agency)

Gail Boucher
(Notary Public/Justice of the Peace)

GAIL F BOUCHER
Commission Expires **Notary Public - New Hampshire**
My Commission Expires 2/22/2017

Client#: 1038472

VISITNUR26

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/22/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):. INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Insurance Company (NAIC # 23850), INSURER B: Philadelphia Indemnity Insuranc (18058), INSURER C: Technology Insurance Company, I (42376), INSURER D: , INSURER E: , INSURER F: .

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL SUBR INSR, WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A COMMERCIAL GENERAL LIABILITY (PHPK1437634), B UMBRELLA LIAB (PHUB526326), C WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (TWC3563465), A D&O & EPLI (PHSD1097468).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This certificate covers all operations usual & customary to insureds business as a home health care and hospice provider.

CERTIFICATE HOLDER: DHHS, 129 Pleasant St, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

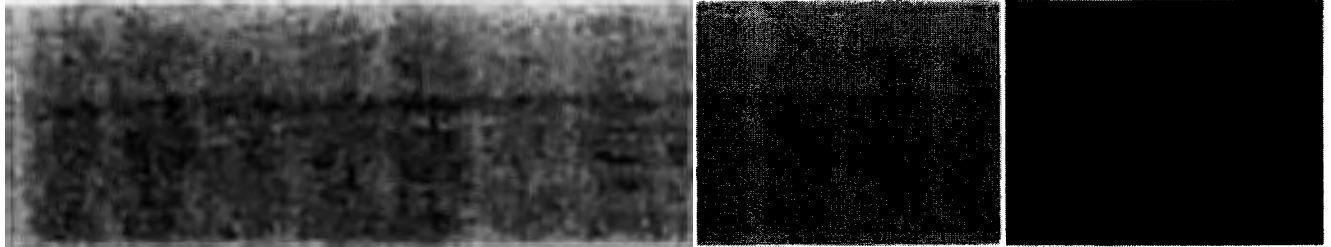
AUTHORIZED REPRESENTATIVE: E. [Signature]



A Passion for Compassion

Our Mission

We use our passion for compassion to provide exceptional home health care enabling independent living and quality of life for our clients and their families.



FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Visiting Nurse Home Care & Hospice of Carroll County

We have audited the accompanying financial statements of Visiting Nurse Home Care & Hospice of Carroll County, which comprise the balance sheet as of June 30, 2015, and the related statement of operations and changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visiting Nurse Home Care & Hospice of Carroll County as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A. who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, whose report dated September 11, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
October 13, 2015

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Balance Sheets

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 496,374 | \$ 460,832 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$34,186 in 2015 and \$28,708 in 2014 | 423,745 | 413,509 |
| Other receivables | 52,055 | 32,869 |
| Prepaid expenses | <u>42,501</u> | <u>74,167</u> |
| Total current assets | 1,014,675 | 981,377 |
| Assets limited as to use | 1,689,526 | 1,662,431 |
| Property and equipment, net | <u>143,006</u> | <u>166,928</u> |
| Total assets | <u>\$ 2,847,207</u> | <u>\$ 2,810,736</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 35,234 | \$ 6,881 |
| Accrued payroll and related expenses | 185,267 | 190,162 |
| Deferred revenue | <u>6,665</u> | <u>6,665</u> |
| Total current liabilities | 227,166 | 203,708 |
| Net assets | | |
| Unrestricted | <u>2,620,041</u> | <u>2,607,028</u> |
| Total liabilities and net assets | <u>\$ 2,847,207</u> | <u>\$ 2,810,736</u> |

The accompanying notes are an integral part of these financial statements.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Statements of Operations and Changes in Net Assets

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Operating revenue | | |
| Patient service revenue | \$ 2,735,652 | \$ 2,772,706 |
| Provision for bad debt | <u>(84,430)</u> | <u>(33,500)</u> |
| Net patient service revenue | 2,651,222 | 2,739,206 |
| Grant revenue | 176,478 | 216,756 |
| Other operating revenue | <u>80,587</u> | <u>78,399</u> |
| Total operating revenue | <u>2,908,287</u> | <u>3,034,361</u> |
| Operating expenses | | |
| Salaries and benefits | 2,327,663 | 2,379,677 |
| Other operating expenses | 692,056 | 772,379 |
| Depreciation | <u>30,555</u> | <u>34,965</u> |
| Total operating expenses | <u>3,050,274</u> | <u>3,187,021</u> |
| Operating loss | <u>(141,987)</u> | <u>(152,660)</u> |
| Other revenue and gains | | |
| Contributions | 109,085 | 69,626 |
| Investment income, net | 46,717 | 37,652 |
| Change in fair value of investments | <u>(802)</u> | <u>144,758</u> |
| Total other revenue and gains | <u>155,000</u> | <u>252,036</u> |
| Excess of revenue over expenses and increase in unrestricted net assets | 13,013 | 99,376 |
| Net assets, beginning of year | <u>2,607,028</u> | <u>2,507,652</u> |
| Net assets, end of year | <u>\$ 2,620,041</u> | <u>\$ 2,607,028</u> |

The accompanying notes are an integral part of these financial statements.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ 13,013 | \$ 99,376 |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 30,555 | 34,965 |
| Bad debt expense | 84,430 | 33,500 |
| Change in fair value of investments | 802 | (144,758) |
| (Increase) decrease in the following assets | | |
| Patient accounts receivable | (94,666) | 42,660 |
| Other current assets | 12,480 | (29,252) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | 28,353 | (9,636) |
| Accrued payroll and related expenses | (4,895) | (40,726) |
| Deferred revenue | - | (15,277) |
| Net cash provided (used) by operating activities | <u>70,072</u> | <u>(29,148)</u> |
| Cash flows from investing activities | | |
| Investment purchases | (127,897) | (20,279) |
| Proceeds from sale of investments | 100,000 | - |
| Capital expenditures | <u>(6,633)</u> | <u>(15,433)</u> |
| Net cash used by investing activities | <u>(34,530)</u> | <u>(35,712)</u> |
| Net increase (decrease) in cash and cash equivalents | 35,542 | (64,860) |
| Cash and cash equivalents, beginning of year | <u>460,832</u> | <u>525,692</u> |
| Cash and cash equivalents, end of year | \$ <u>496,374</u> | \$ <u>460,832</u> |

The accompanying notes are an integral part of these financial statements.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Visiting Nurse Home Care & Hospice of Carroll County (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide comprehensive home care services to communities in New Hampshire.

Related Party

Mt. Washington Valley Development Foundation (the Foundation) acts as the sole member of the Association. The Foundation acts as a holding company for a network of health care providers, whose primary purpose is to provide integrated health care services, as necessary, to improve the health care status of populations in the town of Conway, New Hampshire and the surrounding communities.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Association is no longer subject to income tax examinations for years prior to 2012.

Use of Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Organization has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

Investments

Investments in equity and debt securities are reported at fair value. Investment income and the recognized change in fair value are included in the excess (deficiency) of revenue over expenses unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|------------------|------------------|
| Balance, beginning of year | \$ 28,708 | \$ 26,222 |
| Provision | 84,430 | 33,500 |
| Write-offs | <u>(78,952)</u> | <u>(31,014)</u> |
| Balance, end of year | <u>\$ 34,186</u> | <u>\$ 28,708</u> |

The increase in the 2015 provision is primarily due to Medicare denials, a home health industry wide issue.

Assets Limited As To Use

Assets limited as to use consist of assets designated by the board.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity. The Association had no temporarily or permanently restricted net assets at June 30, 2015 and 2014.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

2. Investments and Assets Limited as to Use

Investments and assets limited as to use, stated at fair value, are as follows:

| | <u>2015</u> | <u>2014</u> |
|---------------------------|---------------------|---------------------|
| Cash and cash equivalents | \$ 135,035 | \$ 226,352 |
| Equity securities | 592,496 | 393,091 |
| Mutual funds | <u>961,995</u> | <u>1,042,988</u> |
| Total investments | <u>\$ 1,689,526</u> | <u>\$ 1,662,431</u> |

Cash and cash equivalents included in investments and assets limited as to use are excluded from cash and cash equivalents for cash flow purposes.

Fair Value of Financial Instruments

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements and Disclosures*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

An investment's classification within the hierarchy is determined based on the lowest level input that is significant to the fair value measurement.

The fair market value of the Association's investments is based on Level 1 inputs.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

3. Property and Equipment

Property and equipment consisted of the following:

| | <u>2015</u> | <u>2014</u> |
|-------------------------------|-------------------|-------------------|
| Furniture and equipment | \$ 473,937 | \$ 467,305 |
| Less accumulated depreciation | <u>330,931</u> | <u>300,377</u> |
| Property and equipment, net | <u>\$ 143,006</u> | <u>\$ 166,928</u> |

4. Patient Service Revenue

Patient service revenue provided was as follows:

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Medicare | \$ 1,982,057 | \$ 2,042,530 |
| Medicaid | 322,581 | 337,356 |
| Other third-party payers and private pay | <u>431,014</u> | <u>392,820</u> |
| Total | <u>\$ 2,735,652</u> | <u>\$ 2,772,706</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide these services is not considered material to the financial statements.

The Association was able to provide these services through local community support. Local community support consisted of contributions and municipal appropriations.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$ 2,459,801 | \$ 2,607,451 |
| Administrative and general | <u>590,473</u> | <u>579,570</u> |
| Total | <u>\$ 3,050,274</u> | <u>\$ 3,187,021</u> |

6. Commitments

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred.

The following is a schedule by year of future minimum lease payments under operating leases for office facilities that have initial or remaining lease terms in excess of one year as of June 30, 2014.

| <u>Year Ending</u> | <u>Minimum Lease</u> |
|--------------------|----------------------|
| 2016 | \$ 45,996 |
| 2017 | 45,996 |
| 2018 | 64,396 |
| 2019 | 68,076 |
| 2020 | 68,076 |
| Thereafter | <u>147,498</u> |
| Total | <u>\$ 440,038</u> |

Total rent expense was \$47,750 and \$48,100 for the years ended 2015 and 2014, respectively.

7. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare, Medicaid and Humana represented 58%, 11% and 10%, respectively, of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

8. Related Party Transactions

The Association had contracts with The Memorial Hospital (TMH) for various purchased services and employee benefits due to the relationship with the Foundation. TMH withdrew from the Foundation and the purchase of employee benefits ended January 1, 2014. Services and benefits purchased approximated the cost to TMH and amounted to \$184,087 for the year ended 2014. There were no purchased services or benefits in 2015.

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2015 and 2014

9. Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

10. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through October 13, 2015, which is the date the financial statements were available to be issued.

**Visiting Nurse Home Care & Hospice of Carroll County
Board of Directors
2016**

2015-2017

Joan Lanoie, President

2015-2017

George Fredette, Vice President

2015-2017

Myles Crowe, Secretary

2016-2017

Ashley Gore, Treasurer

2015-2017

Virginia "Ginger" Bailey

2015-2017

Ann Bartlett

2014-2016

Joyce Brothers

2016-2018

Gale Johnsen

2014-2016

William Martin

2013-2016

Gail Paine

2015-2017

Susan Ruka

Updated 7/11/16

Sandra L. Ruka

PROFESSIONAL INFORMATION

Registered Nurse State of NH # 024267-21
1978 to present

EXPERIENCE

| <u>Date</u> | <u>Title</u> | <u>Employer</u> |
|--------------------|---|---|
| 2008-present | Executive Director | Visiting Nurse Home Care & Hospice of Carroll County (formerly Visiting Nurse and Hospice Care Services of Northern Carroll County name change post merger with Carroll County Health and Home Care services) |
| 2002-2008 | Hospice Administrator Quality Improvement Clinical Director | Visiting Nurse and Hospice Care Services of Northern Carroll County |
| 1999-2002 | Patient Advocate | The Memorial Hospital North Conway, NH |
| 1998-2002 | Case Manager / Department Head | The Memorial Hospital North Conway, NH |
| 1996-1997 | Clinical Instructor Certified Nursing Assistant Program | College for Lifelong Learning Conway, NH |
| 1991-1998 | Staff RN –Clinical Nurse III Maternity Department 230 deliveries/yearly | The Memorial Hospital North Conway, NH |
| 1989-1991 | Staff RN-Emergency Department 1800 visits yearly Staff RN- Maternity Department | The Memorial Hospital North Conway, NH |
| 1988-1989 | Clinical Manager Emergency Department | The Memorial Hospital North Conway, NH |

| | | |
|-----------|--|---|
| | 10 staff members | |
| 1986-1988 | Staff RN- Emergency Department | The Memorial Hospital North Conway, NH |
| 1981-1986 | Night Supervisor | The Memorial Hospital North, Conway, NH |
| 1979-1981 | Assistant Head Nurse 29 bed Medical Surgical Unit | The New England Baptist Hospital Boston, MA |
| 1978-1981 | Staff Nurse 29 bed Medical Surgical Unit | The New England Baptist Hospital Boston, MA |

EDUCATION

| <u>Date</u> | <u>Educational Institution</u> | <u>Program</u> |
|--------------------|---|-----------------------|
| 2000-2003 | University of New Hampshire | MS in Nursing |
| 1998-2001 | University of New Hampshire | BS in Nursing |
| 1996 – 1997 | College for Life Long Learning | Liberal Arts Courses |
| 1975 – 1978 | New England Baptist Hospital School of Nursing | Diploma in Nursing |
| 1975 – 1978 | Pine Manor College | Associate of Science |

PROFESSIONAL MEMBERSHIPS

Member Board of Directors Home Care Association of New Hampshire
 Chair Education Committee Home Care Association of New Hampshire
 Member of NH Home Care Association's Legislative Action Committee
 Member of NH Home Care Associations Dual Eligible's Committee
 President Board of Managers-Rural Home Care Network
 Board of Managers White Mountain Community Health Council
 Agency membership Home Care Association of New Hampshire
 Agency membership Visiting Nurse Association of America

HONORS

Visiting Nurse and Hospice Care Services of Northern Carroll County recipient of the Bob Morrell Community Service Award 2009

Sigma Theta Tau International Nursing Honor Society

Recipient The Memorial Hospital Scholarship, 1998, North Conway, NH.

Recipient The Memorial Hospital Volunteers Scholarship, 1998, North Conway, NH

PUBLICATIONS

Ongoing bi-weekly newspaper articles "Home Health Matters" highlighting current issues and trends in home health and health care industry

Nov. 2003 poster presentation on Long Term Care Nurse Role in End of Life decision Making (Master's thesis) at Gerontological Society of America Annual Symposium

PRESENTATIONS

Monthly community meetings to present available community services

Formal presentations to local community groups regarding community services and supports

May 2012 and Nov. 2007 Panel member presentation on Hospice Care and End of Life Care

June 2007 Role of LNA in Hospice Care to Carroll County Home and Health Care

June 2005 Presented seminar on End of Life Care for University of New Hampshire Continuing Education

Multiple community presentations on home and hospice care

Appearances on local access cable television and radio discussing hospice care and home care

PROFESSIONAL ACCOMPLISHMENTS

Provided oversight and direction to the successful merger of Visiting Nurse and Hospice Care Services of Northern Carroll County and Carroll County Health and Home Care Services. This merger affords the agency the opportunity to provide integrated community based services to the residents of Carroll County.

Maureen Smith, RN, CPM

Home Address:

Objective

To obtain a position as a registered nurse

Education

Bachelor of Science in Nursing, University of Southern Maine, Portland, ME, GPA 4.0 Expected - Fall 2013
Associate in Applied Science in Nursing, Central Maine Medical Center College of Nursing, Lewiston, ME 2009 to 2011
Southern Maine Community College, South Portland, ME 2009 to 2010
• Course of study: Human Development, Nutrition, Microbiology, GPA 4.0
Birthwise Midwifery School, Bridgton, ME 1998 to 2001
• Course of study: Holistic midwifery preparation for national certification
Florida Community College at Jacksonville, Jacksonville, FL, GPA 4.0 1994 to 1996
• Course of study: Core pre-requisites

Related Employment Experience

Registered Nurse, ICU, Central Maine Medical Center, Lewiston, ME January 2012 to present
• Perform standard nursing assessments and monitoring for critical care clients
• Implement critical care nursing interventions

Student Intern, ICU, Central Maine Medical Center, Lewiston, ME June-August 2011
• Performed standard nursing assessments for critical care clients with Preceptor RN
• Implemented nursing interventions under the direction of Preceptor RN

Certified Professional Midwife, Birthwise Midwifery Service and Sacopec Valley Midwives 1999 to 2012
• Maintained certification as Certified Professional Midwife (CPM); North American Registry of Midwives
• Maintained licensure as New Hampshire Certified Midwife, State of New Hampshire
• Provided home based midwifery care: antepartum, intrapartum, postpartum and newborn periods
• Educated clients and support people on topics related to the childbearing year and women's health
• Performed routine nutrition, breastfeeding, and well woman assessments
• Administered medications as required and as authorized under current midwifery law
• Consulted with physicians about client care outside the scope of normal midwifery care
• Completed a minimum of 25 CEUs every two years as required for midwifery certification

Paramedical Examiner, APPS Paramedical Services, Bow, NH 2006 to present
• Perform in-home paramedical exams with blood and urine sample collection
• Perform ECGs as required for insurance applicants
• Perform Mature Assessments for clients age 70 years old or older

Clinical Director, Birthwise Midwifery School, Bridgton, ME 2003 to 2007
• Coordinated preceptorships for 30 to 45 student midwives
• Communicated monthly with preceptors regarding student midwives skill level
• Instructed students and monitored progress in clinical midwifery skills
• Maintained required records related to student attainment of skills
• Coordinated one month student midwifery service experience in Senegal, West Africa

Faculty, Birthwise Midwifery School, Bridgton, ME 2001 to present
• Teach the following classes entitled "Normal Prenatal"; "Normal Newborn" and "Newborn Complications"
• Taught series: "Postpartum", "Basic Clinical Skills I, II, and III"

Guest Instructor, University of New England, School of Osteopathic Medicine, Biddeford, ME 2001 to 2011
• Teach one day class each April entitled "OB Skills Lab" to second year students

Childbirth Education Instructor, Private practice, Bridgton, ME 2000-2005
• Taught Childbirth Education series to clients during the prenatal period
• Taught Childbirth Education series to doula students

Teaching Assistant, Birthwise Midwifery School, Bridgton, ME 1999-2001
• Assisted Faculty Instructor in teaching class series entitled "Physical Assessment"
• Assisted Faculty Instructor in teaching class series entitled "Normal Labor and Birth"
• Assisted Faculty Instructor in teaching class series entitled "Basic Clinical Skills I",
"Basic Clinical Skills II", "Basic Clinical Skills III"

Other Clinical Nursing Experience

ICU, Central Maine Medical Center, Lewiston, ME October-December 2011
Medical/Surgical, Adult, Central Maine Medical Center, Lewiston, ME March- September 2011
Maternity, Mercy Hospital, Portland, ME February 2011
Psychiatric, Acadia Hospital Central, Bangor, ME January 2011
Medical/Surgical, Adult, Central Maine Medical Center, Lewiston, ME March - December 2010
Geriatrics, Clover Manor, Auburn, ME February 2010

Other General Experience

Homeschooling Parent 1992-2010
• Provided complete education to three children from grades K to 12
• Maintained state required documentation of children's education
• Oriented other homeschooling parents to effective teaching methods and documentation requirements

La Leche League Leader, Newport RI and Sardinia, Italy 1988-1992
• Provided 24 hour support services for women with breastfeeding concerns
• Led support meetings for breastfeeding mothers
• Taught educational sessions in topics related to breastfeeding and parenting
• Maintained group library materials

Current certifications

- BLS, ACLS, TNCC

References available upon request

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------------|--------------------|----------|---------------------------|--------------------------------|
| Sandra Ruka, MS RN | Executive Director | \$86,702 | 5% | \$4335 |
| Maureen Smith RN BSN | Clinical Director | \$64,260 | 5% | \$3213 |
| | | | | |
| | | | | |
| | | | | |

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-12)

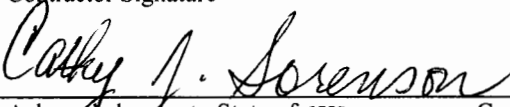
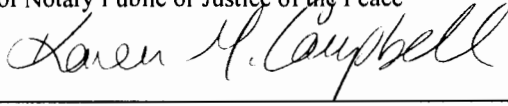
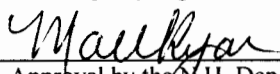
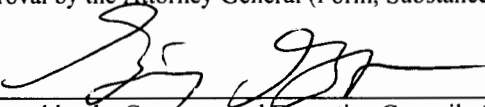
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|--|--|---|--|
| 1.1 State Agency Name Department of Health and Human Services | | 1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857 | |
| 1.3 Contractor Name VNA at HCS | | 1.4 Contractor Address 312 Marlboro Street Keene, NH 03431 | |
| 1.5 Contractor Phone Number 603-352-2253 | 1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$1,529,147.80 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Cathy J. Sorenson, President/CEO | |
| 1.13 Acknowledgement: State of NH, County of Cheshire On 12/1/2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | KAREN M. CAMPBELL, Notary Public My Commission Expires June 4, 2019 | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Campbell, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan, Director | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 12/15/16 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate ; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

19. CONSTRUCTION OF AGREEMENT AND TERMS.

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



Exhibit A **Scope of Services**

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Cheshire County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
- 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.
 - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
 - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;
 - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
 - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
 - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
 - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
 - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
 - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
 - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
 - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
 - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.
- 2.2.7. Adult Protection Services
 - 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
 - 2.2.14.1.1. Reducing hours of operation.
 - 2.2.14.1.2. Changing a geographic service area.
 - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
 - 2.2.14.2.1. The reasons for the inability to deliver services.
 - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
 - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
 - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
 - 3.5.3. A description of time frames necessary for obtaining staff replacements.
 - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
 - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
 - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
 - 5.1.7. Unmet need/waiting list.
 - 5.1.8. Lengths of time clients are on a waiting list.
 - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
 - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
 - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
 - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

Method and Conditions Precedent to Payment

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
 - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
 - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
 - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

| 01/01/2017 through 06/30/2017 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 44,853 | \$9.58 | \$429,691.74 |
| In Home Care Services (Title III) | 1/2 Hour | 693 | \$9.58 | \$6,638.94 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 46 | \$12.50 | \$575.00 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2017 through 06/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 89,706 | \$9.58 | \$859,383.48 |
| In Home Care Services (Title III) | 1/2 Hour | 1,385 | \$9.58 | \$13,268.30 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 91 | \$12.50 | \$1,137.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

| 07/01/2018 through 09/30/2018 Service Units | | | | |
|--|-----------|--|------------------|--|
| In Home Services | Unit Type | Total # of Units of Service anticipated to be delivered. | Rate per Service | Total Amount of Monthly Funding being Requested for each Service |
| In Home Care Services (Title XX) | 1/2 Hour | 22,427 | \$9.58 | \$214,850.66 |
| In Home Care Services (Title III) | 1/2 Hour | 346 | \$9.58 | \$3,314.68 |
| In Home Health Aide Level of Care Services (Title III) | 1/2 Hour | 23 | \$12.50 | \$287.50 |
| In Home Nursing Level of Care Services (Title III) | 1/2 Hour | 0 | \$24.50 | \$0.00 |

Contractor Initials: *ep*

Date: 12/1/18



SPECIAL PROVISIONS

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
 - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
 - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.

18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
 - 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
 - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
 - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

FINANCIAL MANAGEMENT GUIDELINES: Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

CONTRACTOR MANUAL: Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;
 - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
 - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
 - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
 - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
 - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner
NH Department of Health and Human Services
129 Pleasant Street,
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
 - 1.2.1. The dangers of drug abuse in the workplace;
 - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
 - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
 - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - 1.4.1. Abide by the terms of the statement; and
 - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
 - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)
312 Marlboro St., Keene, NH 03431
Arborway, PO Box 343, Charlestown, NH 03603
45 Main St., PO Box 496, Peterborough, NH 03458
Check if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS
US DEPARTMENT OF EDUCATION - CONTRACTORS
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Order of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
 - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
 - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNA at HCS, Inc.

December 1, 2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

CP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

12/1/16

New Hampshire Department of Health and Human Services
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS, INC.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials CP

Date 12/1/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS, Inc.

12/1/2016
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
 - o The unauthorized person used the protected health information or to whom the disclosure was made;
 - o Whether the protected health information was actually acquired or viewed
 - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) Termination for Cause

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) Miscellaneous

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

| | |
|--|--|
| _____ | VNA at HCS, Inc. |
| The State | Name of the Contractor |
| <u>Maureen Ryan</u> | <u>Cathy J. Sorenson</u> |
| Signature of Authorized Representative | Signature of Authorized Representative |
| <u>Maureen Ryan</u> | <u>Cathy J. Sorenson</u> |
| Name of Authorized Representative | Name of Authorized Representative |
| <u>Director, OHS</u> | <u>President/CEO</u> |
| Title of Authorized Representative | Title of Authorized Representative |
| <u>12/4/16</u> | <u>December 1, 2016</u> |
| Date | Date |



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
 - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: VNA at HCS, Inc.

12/1/11
Date

Cathy J. Sorenson
Name: Cathy J. Sorenson
Title: President/CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 789867421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

_____ NO _____ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

| | |
|-------------|---------------|
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |
| Name: _____ | Amount: _____ |

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. 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 2nd day of September A.D. 2016

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract of an electronic vote of the Board of Directors of VNA at HCS, Inc. on December 1, 2016 at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; this authorization to continue until revoked by vote of this governing board.”

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Sorenson is the duly elected CEO of this corporation and is still qualified and serving in such capacity.

December 1, 2016
Date

Betsy Cotter
Betsy Cotter
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On December 1, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal,

Karen M. Campbell
Karen Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043 | CONTACT NAME: Nancy Wallace, AINS PHONE (A/C No. Ext): (207) 985-2941 FAX (A/C No): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com | | | | | | | | | | | | | |
|---|---|-------------------------------|--------|----------------------------------|--|--|--|------------|--|------------|--|------------|--|------------|
| | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A Philadelphia Indemnity</td> <td></td> </tr> <tr> <td>INSURER B Atlantic Charter Insurance Company</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A Philadelphia Indemnity | | INSURER B Atlantic Charter Insurance Company | | INSURER C: | | INSURER D: | | INSURER E: | | INSURER F: |
| INSURER(S) AFFORDING COVERAGE | NAIC # | | | | | | | | | | | | | |
| INSURER A Philadelphia Indemnity | | | | | | | | | | | | | | |
| INSURER B Atlantic Charter Insurance Company | | | | | | | | | | | | | | |
| INSURER C: | | | | | | | | | | | | | | |
| INSURER D: | | | | | | | | | | | | | | |
| INSURER E: | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | |
| INSURED Home Healthcare Hospice & Community Svcs., VNA at HCS Inc. 312 Marlboro St PO Box 564 Keene NH 03431 | | | | | | | | | | | | | | |

COVERAGES

CERTIFICATE NUMBER: Master 2016/2017

REVISION NUMBER:


THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|---|----------|----------------------------|-------------------------|-------------------------|---|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 1,000,000 |
| | <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 |
| | <input checked="" type="checkbox"/> Employee Benefits | X | | | | | MED EXP (Any one person) \$ 5,000 |
| | <input type="checkbox"/> Claims made | | | | | | PERSONAL & ADV INJURY \$ 1,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE \$ 3,000,000 |
| | <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC | | | | | | PRODUCTS - COMP/OP AGG \$ 3,000,000 |
| | OTHER: | | | | | | Employee Benefits \$ 3,000,000 |
| A | AUTOMOBILE LIABILITY | | | PHPK1437288 | 1/4/2016 | 1/4/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |
| | <input checked="" type="checkbox"/> ANY AUTO | | | | | | BODILY INJURY (Per person) \$ |
| | <input type="checkbox"/> ALL OWNED AUTOS | <input checked="" type="checkbox"/> SCHEDULED AUTOS | | | | | BODILY INJURY (Per accident) \$ |
| | <input checked="" type="checkbox"/> HIRED AUTOS | <input checked="" type="checkbox"/> NON-OWNED AUTOS | | | | | PROPERTY DAMAGE (Per accident) \$ |
| | | | | \$500 ded comp \$1000 coll | | | Underinsured motorist \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB | | | PHUB526197 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 4,000,000 |
| | <input type="checkbox"/> EXCESS LIAB | | | | | | AGGREGATE \$ 4,000,000 |
| | DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | X | | | | |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY | | | WCA00539804 | 7/1/2016 | 7/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER |
| | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) | Y/N <input type="checkbox"/> | N/A | | | | E.L. EACH ACCIDENT \$ 1,000,000 |
| | If yes, describe under DESCRIPTION OF OPERATIONS below | | | | | | E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | Limit of Liability \$1,000,000 |
| | Crime | | | PHPK1437277 | 1/4/2016 | 1/4/2017 | \$5,000 Ded. \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

CERTIFICATE HOLDER**CANCELLATION**

| | |
|--|--|
| NH Department of Health and Human Services BEAS 129 Pleasant Street Concord, NH 03301 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. |
| | AUTHORIZED REPRESENTATIVE Danny Edgecomb/NW  |

© 1988-2014 ACORD CORPORATION. All rights reserved.

**Home Healthcare, Hospice and Community Services, Inc.
VNA at HCS, Inc.**

VALUES AND MISSION STATEMENT

Because we value:

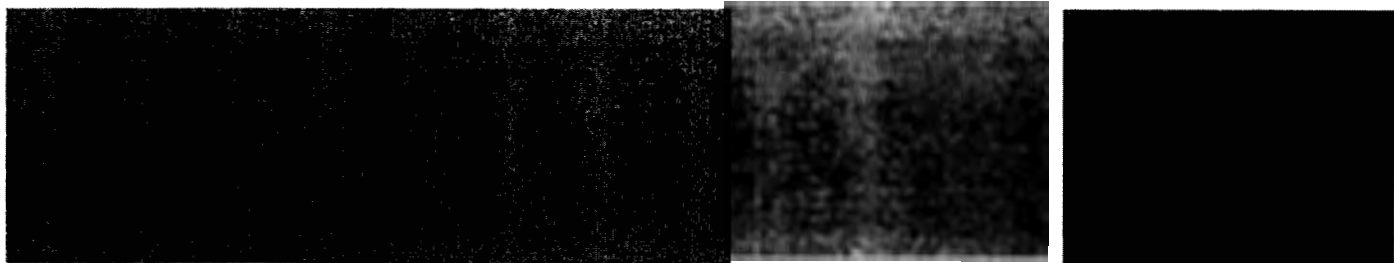
- ▶ **The worth and dignity of all people and their right to privacy**
- ▶ **The right of people to make informed choices**
- ▶ **A creative, holistic approach to individuals' and families' needs**
- ▶ **Health and wellness throughout life**
- ▶ **Access to health care and support services to encourage maximum independence**
- ▶ **A commitment by all staff to acquire and share knowledge through education and research**
- ▶ **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- ▶ **Collaboration with other providers**

Our mission is:

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted by Board: September 4, 1997

Reaffirmed by Board: September 2, 2010



VINA AI HCS, INC.

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
VNA at HCS, Inc.

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit 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 financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 22, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2015

VNA AT HCS, INC.

Balance Sheets

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 557,502 | \$ 661,607 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$332,144 and \$357,315 in 2015 and 2014, respectively | 2,719,167 | 2,939,096 |
| Other receivables | 481,598 | 415,210 |
| Prepaid expenses | 27,061 | 23,127 |
| Due from affiliates | <u>4,355,625</u> | <u>4,918,954</u> |
| Total current assets | 8,140,953 | 8,957,994 |
| Assets limited as to use | 25,489 | 45,114 |
| Property and equipment, net | <u>256,438</u> | <u>355,312</u> |
| Total assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 189,172 | \$ 201,660 |
| Accrued payroll and related expenses | 764,341 | 727,805 |
| Deferred revenue | <u>588,360</u> | <u>547,217</u> |
| Total current liabilities | <u>1,541,873</u> | <u>1,476,682</u> |
| Net assets | | |
| Unrestricted | 6,855,518 | 7,836,624 |
| Temporarily restricted | 6,866 | 26,456 |
| Permanently restricted | <u>18,623</u> | <u>18,658</u> |
| Total net assets | <u>6,881,007</u> | <u>7,881,738</u> |
| Total liabilities and net assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|-------------------|
| Operating revenue | | |
| Patient service revenue | \$14,672,512 | \$15,377,206 |
| Provision for bad debt | <u>(564,481)</u> | <u>(287,740)</u> |
| Net patient service revenue | 14,108,031 | 15,089,466 |
| Other operating revenue | <u>3,027,860</u> | <u>2,986,827</u> |
| Total operating revenue | <u>17,135,891</u> | <u>18,076,293</u> |
| Operating expenses | | |
| Salaries and related expenses | 12,012,754 | 12,064,302 |
| Other operating expenses | 2,893,618 | 3,131,049 |
| Depreciation | 381,193 | 330,038 |
| Management fees | <u>3,054,725</u> | <u>3,045,680</u> |
| Total operating expenses | <u>18,342,290</u> | <u>18,571,069</u> |
| Operating loss | <u>(1,206,399)</u> | <u>(494,776)</u> |
| Other revenue and gains | | |
| Contributions and fundraising income | 204,399 | 293,438 |
| Net assets released for operations | 20,125 | 71,437 |
| Investment income, net | <u>769</u> | <u>1,356</u> |
| Total other revenue and gains | <u>225,293</u> | <u>366,231</u> |
| Deficit of revenues over expenses | (981,106) | (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| (Decrease) increase in unrestricted net assets | <u>\$ (981,106)</u> | <u>\$ 37,271</u> |

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Unrestricted net assets | | |
| (Deficit) excess of revenue over expenses | \$ (981,106) | \$ (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| Change in unrestricted net assets | <u>(981,106)</u> | <u>37,271</u> |
| Temporarily restricted net assets | | |
| Contributions | 500 | 165,816 |
| Reclassification from permanently restricted net assets | 35 | - |
| Investment income | - | 225 |
| Net assets released for operations | (20,125) | (71,437) |
| Net assets released for capital acquisition | <u>-</u> | <u>(165,816)</u> |
| Change in temporarily restricted net assets | <u>(19,590)</u> | <u>(71,212)</u> |
| Permanently restricted net assets | | |
| Reclassification to temporarily restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in permanently restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in net assets | (1,000,731) | (33,941) |
| Net assets, beginning of year | <u>7,881,738</u> | <u>7,915,679</u> |
| Net assets, end of year | <u>\$ 6,881,007</u> | <u>\$ 7,881,738</u> |

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (1,000,731) | \$ (33,941) |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 381,193 | 330,038 |
| Bad debt expense | 564,481 | 287,740 |
| (Increase) decrease in the following assets | | |
| Temporary investments | - | 38,487 |
| Patient accounts receivable | (344,552) | (1,184,336) |
| Other receivables | (66,388) | 182,462 |
| Prepaid expenses | (3,934) | 1,255 |
| Due from affiliate | 563,329 | (182) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | (12,488) | 56,920 |
| Accrued payroll and related expenses | 36,536 | 794 |
| Deferred revenue | 41,143 | (139,837) |
| Net cash provided (used) by operating activities | <u>158,589</u> | <u>(460,600)</u> |
| Cash flows from investing activities | | |
| Decrease in assets limited as to use | 19,625 | 71,212 |
| Capital expenditures | <u>(282,319)</u> | <u>(435,620)</u> |
| Net cash used by investing activities | <u>(262,694)</u> | <u>(364,408)</u> |
| Net decrease in cash and cash equivalents | (104,105) | (825,008) |
| Cash and cash equivalents, beginning of year | <u>661,607</u> | <u>1,486,615</u> |
| Cash and cash equivalents, end of year | <u>\$ 557,502</u> | <u>\$ 661,607</u> |

The accompanying notes are an integral part of these financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

VNA at HCS, Inc. (the Association), is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc.

Home Healthcare, Hospice and Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to VNA at HCS, Inc.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Association and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long-lived assets must be maintained, the Association reports expirations of donor restrictions when the asset is placed in service.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Association. Generally, the donors of these assets permit the Association to use all or part of the income earned on related investments for general or specific purposes.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 357,315 | \$ 320,768 |
| Provision | 564,481 | 287,740 |
| Write-offs | <u>(589,652)</u> | <u>(251,193)</u> |
| Balance, end of year | <u>\$ 332,144</u> | <u>\$ 357,315</u> |

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry wide issue.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor restricted contributions.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

(Deficit) Excess Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, are 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).

2. Property and Equipment

Property and equipment is as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|-------------------|-------------------|
| Furniture, fixtures, and equipment | \$ 1,602,366 | \$ 1,527,057 |
| Less accumulated depreciation | <u>1,345,928</u> | <u>1,171,745</u> |
| Total property and equipment, net | <u>\$ 256,438</u> | <u>\$ 355,312</u> |

3. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------|------------------|------------------|
| Temporarily restricted | | |
| Meal sites | \$ 2,777 | \$ 3,137 |
| Respite | 4,089 | 6,629 |
| Shea charitable gifts | <u>-</u> | <u>16,690</u> |
| Total | <u>\$ 6,866</u> | <u>\$ 26,456</u> |
| Permanently restricted | | |
| Hospice | \$ 10,000 | \$ 10,000 |
| Operations | <u>8,623</u> | <u>8,658</u> |
| Total | <u>\$ 18,623</u> | <u>\$ 18,658</u> |

In 2015 the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intent.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

4. Patient Service Revenue

Patient service revenue is as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------------|---------------------|---------------------|
| Medicare | \$ 9,881,992 | \$10,452,131 |
| Medicaid | 1,111,787 | 1,221,733 |
| Other third-party payers | 1,859,583 | 1,862,515 |
| Municipalities - fee for service | 184,362 | 149,068 |
| Private pay | <u>1,634,788</u> | <u>1,691,759</u> |
| Total | <u>\$14,672,512</u> | <u>\$15,377,206</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,879,336 and \$2,704,549 for the years June 30, 2015 and 2014, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|---------------------|---------------------|
| Program services | \$15,287,565 | \$15,525,389 |
| Administrative and general | <u>3,054,725</u> | <u>3,045,680</u> |
| Total | <u>\$18,342,290</u> | <u>\$18,571,069</u> |

6. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

7. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$119,444 and \$112,136 for 2015 and 2014, respectively.

8. Related Party Transactions

The Association purchased management services from Home Healthcare, Hospice & Community Services, Inc. amounting to \$3,054,725 and \$3,045,680 and \$219,444 and \$73,043 in contract services for the years ended 2015 and 2014, respectively. The amounts due from Home Healthcare, Hospice & Community Services, Inc. for these services was \$ 4,355,625 in 2015 and 4,918,954 in 2014.

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare and Medicaid represented 51% and 10% of gross accounts receivable, respectively. No other individual payor source exceeded 10% of the gross receivable balance.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

10. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2015, which is the date the financial statements were available to be issued.