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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

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

Diane Langley, Director

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

August 28, 2014

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

51% Federal
49% General funds

REQUESTED ACTION

- 1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to amend an existing Agreement with VNA at HCS, Inc., 312 Marlboro Street, Keene NH (Vendor #177274) to provide In Home Care, In Home Health Aide Level of Care and Adult Day Program Services by modifying the geographic area served with no change to the total price limitation of \$1,008,761, effective upon the date of Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on June 18, 2014 (Item #110).
- 2) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to amend an existing Agreement with VNA at HCS, Inc., 312 Marlboro Street, Keene NH (Vendor #177274) to provide Home Delivered and Congregate Meals and Transportation Services by modifying the geographic area served with no change to the total price limitation of \$650,886.80, effective upon the date of Governor and Executive Council approval through June 30, 2015. The Governor and Executive Council approved the original contract on June 18, 2014 (Item #109),

EXPLANATION

The requested actions seek approval to modify the geographic areas to be served by adding Franconstown for In Home Care and In Home Health Aide Level of Care services and adding the towns of Jaffrey and Nelson for Home Delivered Meals. These three towns were inadvertently omitted by the Contractor when they identified the list of cities and towns in which they provided these services.

The Department of Health and Human Services posted a Request for Applications for In Home Care, In Home Health Aide Level of Care, and In Home Nursing Level of Care Services on the Department's website from April 22, 2014 to May 8, 2014. VNA at HCS was one of fifteen vendors awarded a contract to provide these services. Additionally, a Request for Proposals for Nutrition and Transportation services was posted on the Department's website from November 22, 2013 through February 20, 2014. VNA at HCS was one of fourteen vendors awarded a contract to provide these services.

Should Governor and Executive Council determine not to approve this request; elderly and disabled adults may have less access to these services.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.

This 1st Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #1) dated this 18th day of August 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

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

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

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

WHEREAS, the Parties agree to modify the geographic area served within the price limit.

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

- 1) Delete Exhibit A-1 and replace with Exhibit A-1 Amendment #1.

CP
8/21/14

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

9/3/14
Date

State of New Hampshire
Department of Health and Human Services

Sheri L. Rockburn
NAME Sheri L. Rockburn
TITLE CFO

August 21, 2014
Date

VNA at HCS, Inc.

Cathy Sorenson
NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:
State of New Hampshire, County of Cheshire on August 21, 2014
before the undersigned officer, personally appeared the person identified above, or
satisfactorily proven to be the person whose name is signed above, and acknowledged
that s/he executed this document in the capacity indicated above.
Signature of Notary Public or Justice of the Peace

Karen M. Campbell
Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

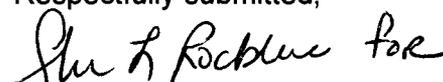
Cy
8/21/14

Area served: See Services and Geographic Area (Attachment A)

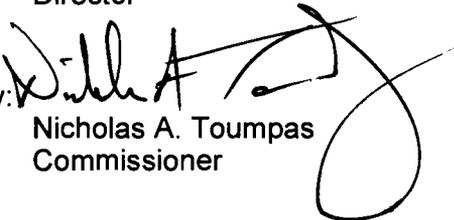
Source of funds: 51% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 49% General Funds.

In the event that the federal funds become no longer available, general funds will not be requested to support medical eligibility assessments work.

Respectfully submitted,


Diane Langley
Director

Approved by:


Nicholas A. Toumpas
Commissioner

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 24th day of April A.D. 2014

A handwritten signature in cursive script, 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 from an electronic vote of the Board of Directors of VNA at HCS, Inc. on August 21, 2014 at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, 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 Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

August 21, 2014
Date

Betsy Cotter
Betsy Cotter
VNA at HCS Board Vice Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On August 21, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice 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 M. Campbell, Notary Public

My commission expires:

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

Client#: 986155

HOMEHEA3

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/02/2014

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, PO Box 406, Portland, ME 04112-0406. CONTACT NAME: USI Insurance Svcs LLC, PHONE (A/C, No, Ext): 603 625-1100, FAX (A/C, No):, E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE: Arch Insurance Company, NAIC #: 11150. INSURED: Home Healthcare Hospice & Community Ser, PO Box 564, Keene, NH 03431.

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 INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: A GENERAL LIABILITY (NCPKG0206602), A AUTOMOBILE LIABILITY (NCAUT0206602), A UMBRELLA LIAB (NCFXS0206601), and WORKERS COMPENSATION AND EMPLOYERS' LIABILITY.

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

VNA at HCS This Certificate is issued for insured operations usual to home health and hospice activities

CERTIFICATE HOLDER: DHHS, Contracts and Procurement Unit, 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: E. ...

ACORD 25 (2010/05) 1 of 1 #S11950296/M11950038 The ACORD name and logo are registered marks of ACORD CLMCA © 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/21/2014

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 PHONE (A/C No. Ext.): (207) 985-2941 FAX (A/C No.): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED Home Healthcare Hospice & Community Svcs VNA at HCS PO Box 534, 312 Marlboro St Keene NH 03431	INSURER A: Atlantic Charter Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** Master 2014/2015 **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	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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? (Mandatory in NH) <input type="checkbox"/> Y/N if yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WCA00539800	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.

CERTIFICATE HOLDER

NH Dept. of Health and Human Services
 Bureau of Elderly and Adult Services
 Attn. Cynthia Carpenter
 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

Danny Edgecomb/NW



Comfort, care and support
when home is where you want to be . . .

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 6, 2012

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

VNA AT HCS, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITOR'S REPORT	
Financial Statements.....	1-2
FINANCIAL STATEMENTS	
Balance Sheets.....	3
Statements of Operations	4
Statements of Changes in Net Assets.....	5
Statements of Cash Flows	6
NOTES TO FINANCIAL STATEMENTS	7-14

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Independent Auditor's Report

Board of Directors
VNA at HCS, Inc.
Keene, New Hampshire

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheets as of June 30, 2013 and 2012, 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 opinions.

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, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to be 'A. A. [unclear]', located on the right side of the page.

Concord, New Hampshire
September 24, 2013

VNA AT HCS, INC.
BALANCE SHEETS
JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 1,486,615	\$ 957,631
Temporary investments	38,487	33,457
Patient accounts receivable, less allowances for uncollectible accounts of \$320,768 and \$293,046 at June 30, 2013 and 2012, respectively	2,042,500	2,000,336
Other receivables	597,672	391,605
Prepaid expenses	24,382	27,611
Due from affiliates	4,918,772	5,279,069
Total Current Assets	9,108,428	8,689,709
Assets Limited As To Use	116,326	170,374
Property And Equipment, Net	249,730	362,960
TOTAL ASSETS	\$ 9,474,484	\$ 9,223,043

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	\$ 139,740	\$ 153,457
Due to third-party payers	5,000	5,535
Accrued payroll and related expenses	727,011	651,451
Deferred revenue	687,054	566,862
Total Current Liabilities	1,558,805	1,377,305
Net Assets		
Unrestricted	7,799,353	7,675,364
Temporarily restricted	97,668	151,716
Permanently restricted	18,658	18,658
Total Net Assets	7,915,679	7,845,738
TOTAL LIABILITIES AND NET ASSETS	\$ 9,474,484	\$ 9,223,043

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
 STATEMENTS OF OPERATIONS
 FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Operating Revenue		
Patient service revenue	\$ 15,288,208	\$ 14,904,158
Provision for bad debts	(209,200)	(111,000)
Net patient service revenue	15,079,008	14,793,158
Other operating revenue	3,112,032	3,020,600
Total Operating Revenue	18,191,040	17,813,758
Operating Expenses		
Salaries and benefits	12,075,835	11,874,598
Other operating expenses	2,911,890	3,005,816
Depreciation	335,579	348,770
Management fees	2,969,389	2,692,832
Total Operating Expenses	18,292,693	17,922,016
OPERATING LOSS	(101,653)	(108,258)
Other Revenue and Gains		
Contributions	223,334	316,391
Investment income	2,308	3,595
Total Other Revenue Gains	225,642	319,986
EXCESS OF REVENUE OVER EXPENSES	123,989	211,728
Net assets released from restriction for capital acquisitions	-	167,175
INCREASE IN UNRESTRICTED NET ASSETS	\$ 123,989	\$ 378,903

(See accompanying notes to these financial statements)

VNA AT HCS, INC.

STATEMENTS OF CHANGES IN NET ASSETS

FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	Unrestricted	Temporarily Restricted	Permanent Restricted	Total
Balance, June 30, 2011	\$ 7,296,461	\$ 16,170	\$ 18,658	\$ 7,331,289
Excess of revenue over expenses	211,728	-	-	211,728
Contributions	-	367,175	-	367,175
Investment income	-	353	-	353
Net assets released from restriction	-	(64,807)	-	(64,807)
Net assets released from restriction for capital acquisitions	167,175	(167,175)	-	-
Change in Net Assets	378,903	135,546	-	514,449
Balance, June 30, 2012	7,675,364	151,716	18,658	7,845,738
Excess of revenue over expenses	123,989	-	-	123,989
Investment income	-	398	-	398
Net assets released from restriction	-	(54,446)	-	(54,446)
Change in Net Assets	123,989	(54,048)	-	69,941
Balance, June 30, 2013	\$ 7,799,353	\$ 97,668	\$ 18,658	\$ 7,915,679

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 69,941	\$ 514,449
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Bad debt expense	209,200	111,000
Depreciation	335,579	348,770
(Increase) decrease in the following assets:		
Temporary investments	(5,030)	191,100
Patient accounts receivable	(251,364)	(587,270)
Other receivables	(206,067)	138,204
Prepaid expenses	3,229	916
Due from affiliate	360,297	31,650
Increase (decrease) in the following liabilities:		
Accounts payable	(13,717)	(273)
Due to third-party payers	(535)	(6,465)
Accrued payroll and related expenses	75,560	(482,921)
Deferred revenue	120,192	(198,851)
Net Cash Provided by Operating Activities	697,285	60,309
Cash Flows From Investing Activities		
Increase in assets limited as to use	54,048	(135,546)
Capital expenditures, net of dispositions	(222,349)	(437,898)
Net Cash Used by Investing Activities	(168,301)	(573,444)
Net Increase (Decrease) in Cash and Cash Equivalents	528,984	(513,135)
Cash and cash equivalents, beginning of year	957,631	1,470,766
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,486,615	\$ 957,631

(See accompanying notes to these financial statements)



Comfort, care and support
when home is where you want to be . . .

**HCS/VNA at HCS, Inc.
2013-2014 Board of Directors**

Chair: Deborah J. Blanc
2009-2012
2012-2015

Jane Larmon
2012-2015

Vice-Chair: Betsy Cotter
2011-2014

John McIntosh
2013-2016

Treasurer: Joji Robertson
2102-2015

Allen Mendelson
2013-2016

Secretary: Peter Gosline
2009-2012
2012-2015

Charles Montgomery, MD
2011-2014

Janet Ackerman
2012-2015

Maureen O'Brien
2011 - 2014

Joe Baute
2006-2009
2009-2012
2012-2013
2013-2016

Brian Reilly, MD
2012-2015

JoAnn Fenton
2009-2012
2012-2015

Katherine J. Snow, Director at Large
2008-2011
2011-2014

Carolyn DeMark, RN, BSN

Education: Bachelor of Science in Nursing, 1990, Millersville University, Millersville, PA

Diploma in Nursing: Associate Degree in Science, 1987, Lancaster General Hospital School of Nursing; Franklin and Marshall College, Lancaster, PA

High School Diploma, 1984, State College Area, Senior High School, State College, PA

Career: Director of Quality and Staff Development, Home Healthcare, Hospice and Community Services, Keene, NH 12/14/13 – Present

Patient Care Manager, Home Healthcare, Hospice and Community Services, Keene, NH 4/5/10-12/13/13

Home Care Nurse, Home Healthcare, Hospice and Community Services, Keene, NH 2/25/02-4/5/10

Education Services, Nurse Clinician, Monadnock Community Hospital, Peterborough, NH 1/4/99-4/2000

Nursing Supervisor, Family Practice Winchester Satellite Office, Lahey Hitchcock Clinic, Keene, NH 12/96-12/98

Staff Nurse, Family Practice Fitzwilliam Satellite Office, Lahey Hitchcock Clinic, Keene, NH 3/16/92-12/1996

Circulating/Scrub Nurse, Lancaster General Hospital, Lancaster, PA 6/18/90-10/4/91

Medical/Surgical Critical Care Staff Nurse, Lancaster General Hospital, Lancaster, PA 1/4/88-6/15/90

Susan Ashworth

Experience

Home Healthcare, Hospice and Community Services Keene, New Hampshire

Director of Community Relations, Nutrition and Transportation Programs 2002 to present
Assumed responsibility for operations of the organization=s nutrition and transportation programs, in addition to Community Relations duties.

Director of Community Relations 1985 to 2002
Member of the organization=s senior management staff, responsible for the agency=s marketing and public awareness efforts and community relations activities, including securing funding from towns.

Key activities include:

- X Developing and implementing marketing strategies for the organization as a whole and for specific program areas.
- X Directing the agency=s public relations efforts, including development of brochures, press releases, displays, presentations and other materials to communicate the HCS mission to a wide variety of constituencies.
- X Managing the agency=s advertising programs, including print, radio and direct mail.
- X Securing funding from 38 communities for in home care and community programs through the town appropriation process. Manage town funds to maximize care to low income consumers while maintaining service costs within the appropriations available. Liaison with network of HCS Advisors to encourage support of the organization=s activities at the community level.
- X Developing educational programs and communication mechanisms to maintain effective relationships with HCS Advisors.
- X Managing telephone and voice mail systems to facilitate effective communication for the agency=s various publics. Negotiate contracts with vendors and oversee design and implementation of new systems and technologies.

Interim Executive Director 1987-1988

Assumed leadership of organization from October, 1987 to August 1988 during search for executive director. During this time, maintained the financial stability of the organization by restructuring rates for nursing services. Worked with member organizations to continue their participation in the HCS umbrella. Secured contract to develop and implemented adult day care services. Expanded wellness and health education programs for the community and business.

Director of Senior Services 1982 - 1993

Responsible for planning, developing and managing the organization=s community services for senior citizens, including congregate nutrition programs, meals-on-wheels, public and elderly and handicapped transportation services, outreach and adult day care.

Responsibilities included:

- X Securing funding from diverse sources, including grants, town appropriations, contributions from civic organizations and client donations to maintain programs.
- X Managing budgets for individual programs and funding sources.
- X Monitoring and evaluating programs to meet agency standards and funding and regulatory requirements.

***Cheshire Health and Social Services
Keene, New Hampshire***

Director of Senior Services

1979 -1982

Responsible for developing the organization=s community services for senior citizens and managing the daily operations of the senior nutrition, outreach and transportation programs.

Responsibilities included:

- X Directing community development efforts to expand nutrition services for senior citizens in rural communities.
- X Securing grants from state and local sources, public and private, to fund the expansion of services.
- X Positioning senior nutrition sites as multi-purpose centers for senior citizens by adding wellness, information and referral and recreation services.
- X Developing and implementing an outreach program to reach out to elderly and handicapped consumers in rural areas.
- X Managing all aspects of daily operations, including personnel, budgeting, and monitoring and evaluating programs to meet regulatory requirements.

Coordinator of Nutrition and Transportation Programs

1977 to 1979

Managed the daily operations of the organization=s nutrition and transportation programs for senior citizens.

ACTION

Orlando Florida

Program Assistant

1977

State office liaison with local VISTA Volunteer projects, responsible for recruiting and training volunteers to work with a wide variety of community projects throughout the state.

***New Hampshire Association for the Elderly
Concord, New Hampshire***

Vista Volunteer

1974 to 1976

Provided support to organize senior citizens to advocate effectively for services in their community.
Provided outreach to individual senior citizens to assist them in obtaining resources.

Education

Masters in Business Administration
New Hampshire College
Manchester, New Hampshire

1985

Bachelor of Science in Education
Major in Sociology
Keene State College
Keene, New Hampshire

1974

Selected Professional Activities

Leadership Monadnock, 1999 graduate
Council for a Healthier Community, member
United Way, agency tour manager for several general campaigns
New Hampshire Transit Association, founding member and treasurer
Monadnock Food Co-op, 2011 Board Member
NH Senior Nutrition Network

Donovan Hunt

Professional Objectives & Profile

To obtain a managerial position in order to combine my culinary skills with my management experience. I lead by example and expect the best from the staff I work with and encourage them to excel at what they do best. I enjoy being creative and am able to adapt to structure and consistency.

Skills

- ServSafe Certified, December 2009
- Special Diet Knowledge
- Creative Garnishes and Dishes
- Client and Employee Surveys
- Staff Development

Professional Experience

Home Healthcare, Hospice & Community Services – Keene, NH

Nutrition Program Manager – January 2012 to present

- Manage the food service operations at the meal sites in accordance with NH Sanitary Code and other appropriate regulations
- Supervise staff and volunteers at the nutrition program sites
- Recruit, orient and evaluate staff and volunteers for all aspects of site operation
- Review/Revise menus as necessary
- Coordinate Meals-on-Wheels program
- Plan, implement & evaluate meal site development
- Assist in budget preparation for funding proposals and contracts
- Fulfill reporting requirements for payroll, time & service reports
- Assists with marketing efforts and with development of public relations materials for the nutrition program

Fitz, Vogt & Associates – Walpole, NH

Food Service Director, Meals-on-Wheels - November 2004 – January 2012

- Managed a Meals-on-Wheels kitchen
- Planned menus in accordance with national food guidelines
- Planned and prepared menus for special out-of-house catering
- Collaborated to develop monthly menus
- Cooked, prepared and distributed all out going food daily
- Food and supply ordering
- Recruited, trained and supervised new staff
- Scheduling and payroll
- Compliance with annual budget for food, labor and utility costs
- Facility compliance with State and company policies

Holton Memorial Home – Brattleboro, VT

Kitchen Manager & Head Chef – February 2002 – October 2004

- Management of kitchen
- Ordering of food and supplies
- Preparation of cycle menus
- Management of staffing, scheduling & payroll
- Collaboration with Administration and District Manager
- Budgeting

Hill Top House – Brattleboro, VT

Kitchen Manager & Head Chef – August 2000 – February 2002

- Assumed management position to develop and implement company policies and procedures
- Management of kitchen

Loretto Home, Rutland, VT

Kitchen Manager & Head Chef – June 1999 – December 1999

- Prepared, organized and managed all meals in a residential care facility
- Organized special events
- Preparation of cycle menus
- Ordering of food and supplies
- Management of staffing, scheduling & payroll
- Budgeting

Stratton Mountain School, Stratton, VT

Kitchen Manager & Head Chef – January 1994 – June 1999

- Prepared, organized and managed all school meals
- Catered all special events

Michael J. Acerno

Objective

To join a team trying to make a difference, to grow both personally and professionally, and to pursue a rewarding career.

Professional Experience

Home Healthcare, Hospice and Community Services

Keene, NH

February 2013 – Present

Transportation Program Manager

Responsibilities include operations of two separate transportation systems, a Demand Response system and a Public Transit system. Work closely with program director on system budgets and acquisition of vehicles, on State and Federal Levels.

Webster Companies

Brattleboro, Vermont

July 1982 to July 2013 (company closed due to loss of contract)

Central Payroll Manager – 1994 to 2013

Accomplishments:

- Responsible for all hourly and salary annual review recommendations and records
- Managed data processing for payroll with a staff of 20
- Office processed 6000 weekly trip settlements for 1000 + drivers
- Managed payroll of 300 hourly support staff at 9 different terminals
- Process all new hire and termination reports/files
- Responsible for all upkeep of employee data tables
- Researched all driver data for US DOT audits utilizing Microsoft Access data and XATA driver log system

Operations/Safety Manager – 1992-1994 (WRJ Trucking, a Webster company)

Accomplishments:

- Routed all customer loads
- 100% DOT compliance on all driver files (60 drivers)
- Established operating budget and implemented accordingly
- Scheduled all drivers
- Responsible for on road observations as well as accident investigations

Lead dispatcher – 1987-1992 (Webster Trucking Corporation)

Accomplishments:

- Scheduling of 100+ drivers on a daily basis
- Labor planning for 6 dispatchers and 3 clerks
- Routed all customer loads

CDL-A driver – 1985-1987 (Webster Trucking Corporation)

Yard jockey – 1984 -1986 (Webster Trucking Corporation)

Truck mechanic – 1982 - 1984 (Webster Trucking Corporation)

Apprentice Airplane Mechanic – 1980-1982 (Air Nevada Airlines, Las Vegas, NV)

Michael J. Acerno

Community activities and interests:

- Westmoreland town budget committee 1992 to present
- Westmoreland School Board – 1994 to present
- Cheshire United Soccer Club – 2007 to present – currently President
- Westmoreland Rec Sports coach (soccer and baseball) 1986 - 2008
- New Hampshire Soccer Conference Board member 2010 - present
- Keene High School Boys JV Soccer Coach 2004 - 2010
- Westmoreland Middle School Girls Soccer Coach 2011 – 2012
- Keene High School Girls JV Soccer Coach 2013

Certifications and licenses

- NH - CDL A / Motorcycle license
- DOT Medical Examiner's Certificate
- USYSA/NHSA D license

Education

- Mascoma Valley Regional High School - HS diploma
- University of Nevada at Las Vegas – 42 credits (History/Education)

References available upon request

VNA at HCS

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cathy Sorenson	President/CEO	170,980	0	0
Richard Skeels	CFO	130,000	0	0
Donovan Hunt	Nutrition Program Manager	52,893	80	42,314
Michael Acerno	Transportation Program Mgr	51,150	18	9,207



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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

 Diane Langley, Director
 Sheri Rockburn, Director

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

May 22, 2014 **G&C Approved**

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

Date 6/18/14
 Item # 109

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into agreements with multiple vendors to provide nutrition and transportation services to support the elderly and the disabled to remain in their homes and community in an amount not to exceed \$9,984,063.25 in the aggregate, effective July 1, 2014 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Summary of contracted amounts by vendor:

Vendor	Location	Amount
Community Action Partnership of Strafford County	Dover, NH	\$ 39,728.75
Community Action Program Belknap-Merrimack Counties, Inc.	Concord, NH	\$1,657,419.80
Community Alliance of Human Services	Newport, NH	\$ 66,875.00
Easter Seals New Hampshire, Inc.	Manchester, NH	\$ 107,788.75
Gibson Center for Senior Services	North Conway, NH	\$ 289,387.50
Grafton County Senior Citizen's Council, Inc.	Lebanon, NH	\$1,352,477.50
Lamprey Health Care, Inc.	Newmarket, NH	\$ 67,750.00
Newport Senior Center, Inc.	Newport, NH	\$ 809,936.45
Ossipee Concerned Citizens, Inc.	Center Ossipee, NH	\$ 386,275.40
Rockingham Nutrition & M-O-W Program, Inc.	Brentwood, NH	\$1,639,485.00
Strafford Nutrition/Meals on Wheels	Somersworth, NH	\$ 432,646.30
St. Joseph Community Services, Inc.	Merrimack, NH	\$1,688,273.50
Tri County CAP	Berlin, NH	\$ 795,132.50
VNA at HCS, Inc.	Keene, NH	\$ 650,886.80
Total		\$9,984,063.25

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

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (63% Federal and 37% General)

Fiscal Year	Class/Object	Class Title	Amounts
2015	512-500352	Transportation of Clients	\$ 1,459,204.75
2015	541-500383	Meals - Home Delivered & Congregate	\$ 5,922,793.70
		Subtotal	\$ 7,381,998.45

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (53% Federal and 47% General Funds)

Fiscal Year	Class/Object	Class Title	Amounts
2015	544-500386	Meals Home Delivered	\$ 2,602,064.80
		Subtotal	\$ 2,602,064.80
		Grand Total	\$ 9,984,063.25

EXPLANATION

This requested action seeks approval of 14 of 14 agreements that represent \$9,984,063.25 for transportation and meals provided to seniors who are not eligible for Medicaid. All selected vendors had contracts with the Department in State Fiscal Year 2014 and funding is relatively flat, from both State General Funds and federal source. The Department has included language in the contracts to allow for amendments limited to the terms of Exhibits B-1, B-2, and B-3 to transfer the amount of units from one service to another and within the price limitation, to be made by written agreement of both parties without obtaining approval of Governor and Executive Council.

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

These contractors were selected through a competitive bid process. The Department issued a Request for Proposal published on the Department's website November 22, 2013, and notified potential bidders. The Department received fifteen (15) proposals. The evaluation committee recommended awarding agreements to fourteen (14) Contractors. See Bid Summary (Attachment A).

The proposals were evaluated and scored using a consensus model. Three Department staff evaluated the proposals on its technical merits consistent with the criteria for evaluation of Technical Proposal as specified in the Request for Proposals. These staffs' experiences included administration of a Food Protection Section within the Division of Public Health Services, registered dietitian, management of administrative rules and policy development for the Bureau of Elderly and Adult Services, consultant with the NH Department of Education's Bureau of Nutrition Programs and Services, and adult protective social work for the Bureau of Elderly and Adult Services. Two Department staff, with over twenty years' experience in auditing and finance, evaluated the proposal's cost bid. See Bid Summary (Attachment A).

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 22, 2014
Page 3 of 3

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

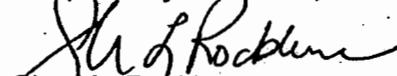
The purpose of these contracts is to provide direct services to clients that support their health, independence and ability to remain in their homes and communities. The contractors will conduct clients' surveys on the quality of the services to ensure services are being delivered satisfactory or better. Additionally, contractors will be collecting and reporting data on the number of clients, the number of meals, and the number and type of transportation for the Department to understand the gaps in service delivery and to be able to have more meaningful discussions about these two important services.

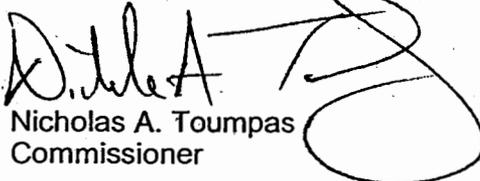
Geographic area to be served is specific per contract. See Summary of Services and Geographic Area (Attachment B).

Source of Funds for these contracts: 60% Federal Funds from the Social Services Block Grant and Administration for Community Living's Special Programs for the Aging-Title III and 40% General Funds.

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

Respectfully submitted,


Sheri L. Rockburn
Director

Approved by: 
Nicholas A. Toumpas
Commissioner

**Nutrition and Transportation (Title XX and Title III Programs)
Bid Summary for Home Delivered Meals, Congregate Meals and Transportation**

No.	Name of Bidder:	Home Delivered Meals Total Score (Maximum Points = 150)	Congregate Meals Total Score (Maximum Points = 150)	Transportation Total Score (Maximum Points = 150)	DHHS Selection
1	Community Action Program Belknap and Merrimack Counties, Concord NH	140	133	137	Selected
2	Community Action Partnership of Strafford County, Dover NH	N/A	N/A	112	Selected
3	Community Alliance of Human Services, Newport NH	N/A	N/A	103	Selected
4	Easter Seals of New Hampshire Manchester NH	N/A	N/A	105	Selected
5	Gibson Center For Senior Services, North Conway NH	112	117	115	Selected
6	Grafton County Senior Citizen's Council, Lebanon NH	116	133	132	Selected
7	Lamprey Health Care Newmarket NH	N/A	N/A	111	Selected
8	Newport Senior Center Newport NH	111	104	114	Selected
9	Ossipee Concerned Citizens Center Ossipee NH	107	120	N/A	Selected
10	Rockingham Meals on Wheels and Nutrition Program Brentwood NH	126	112	120	Selected
11	St Joseph Community Services, Merrimack NH	138	115	124	Selected
12	Strafford Nutrition Meals on Wheels Somersworth NH	117	98	N/A	Selected
13	Transport Central Plymouth NH	N/A	N/A	66	Not Selected
14	Tri-County Community Action Program, Berlin NH	113	110	111	Selected
15	VNA @ HCS (Home Healthcare & Hospice and Community Services), Keene NH	118	113	114	Selected

Proposal Evaluation

Technical Proposal Team:

Bruce Angus, Social Worker, Adult Protective Services
 Laura Gaudette, Manager of Administrative Rules and Policy Development for the Bureau of Elderly and Adult Services
 Joyce Welch, Administrator for Public Health, Food Protection

Cost Proposal Team:

Sheri Rockburn, Director of Finance
 Laurie Heath, Grants and Financial Reporting

**Nutrition and Transportation Services (Title XX and Title III Programs)
Summary of Services and Geographic Area**

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
1	Community Action Partnership of Strafford County, Dover NH	NA	X	Transportation: Strafford Co. Towns of Barrington, Dover, Durham, Farmington, Lee, Madbury, Middleton, Milton, New Durham, Rochester, Somersworth & Strafford
2	Community Action Program Belknap and Merrimack Counties, Concord NH	X	X	(Nutrition: Belknap Co. All & Merrimack Co. All) (Transportation: Merrimack Co. Towns of Allenstown, Andover, Bradford, Concord, Danbury, Epsom, Franklin, Henniker, Hooksett, Hopkinton, Newbury, New London, Northfield, Pembroke, Pittsfield, Sutton, Warner & Webster. Belknap Co. Towns of Alton, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton Sanbornton & Tilton)
3	Community Alliance of Human Services, Newport NH	NA	X	Transportation: Sullivan Co. All
4	Easter Seals New Hampshire Manchester NH	NA	X	Transportation: Hillsborough Co. Towns of Manchester, Bedford, Litchfield & Goffstown. Rockingham Co. Town of Auburn. Merrimack Co. Town of Hooksett
5	Gibson Center For Senior Services, North Conway NH	X	X	(Nutrition: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison) (Transportation: Northern Carroll Co. Towns of Albany, Bartlett, Chatham, Conway, Eaton, Jackson, Madison)
6	Grafton County Senior Citizen's Council, Lebanon NH	X	X	(Nutrition: Grafton Co. All, Sullivan Co. Town of Plainfield) (Transportation: Grafton Co. All, Sullivan Co. Town of Plainfield)
7	Lamprey Health Care Newmarket NH	NA	X	Transportation: Rockingham Co. Towns of Atkinson, Auburn, Brentwood, Candia, Danville, Deerfield, East Kingston, Epping, Exeter, Fremont, Hampstead, Hampton, Hampton Falls, Kensington, Kingston, Newfields, Newmarket, Newton, North Hampton, Northwood, Nottingham, Plaistow, Raymond, Sandown, Seabrook & Stratham. Strafford Co. Towns of Barrington, Durham & Lee.
8	Newport Senior Center Newport NH	X	X	(Home Delivered Meals: Sullivan Co. Towns of Acworth, Charlestown, Claremont, Comish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Springfield, Sunapee, Unity & Washington) (Congregate Meals: Sullivan Co. Towns of Charlestown, Claremont & Newport) (Transportation: Sullivan Co. Town of Newport)
9	Ossipee Concerned Citizens, Inc. Center Ossipee NH	X	NA	(Home Delivered Meals: Carroll Co. Towns of Effingham, Freedom, Moultonboro, Ossipee, Sandwich, Tamworth & Wakefield) (Congregate Meals: Carroll Co. Towns of Moultonboro, Ossipee, Sandwich & Tamworth)

No.	Name of Bidder:	Nutrition Services: Home Delivered and Congregate Meals	Transportation	Geographic Area
10	Rockingham Meals on Wheels and Nutrition Program, Brentwood NH	X	X	(Nutrition: Rockingham Co. All) (Transportation: Rockingham Co. All)
11	Strafford Nutrition Meals on Wheels Somersworth NH	X	NA	(Home Delivered Meals: Strafford Co. All) (Congregate Meals: Strafford Co. Towns of Dover, Rochester & Somersworth)
12	St Joseph Community Services Merrimack NH	X	X	(Home Delivered Meals: Hillsborough Co. Town of Amherst) (Congregate Meals: Hillsborough Co. Towns of Antrim, Bedford, Bennington, Brookline, Deering, Francestown, Goffstown, Greenfield, Greenville, Hancock, Hillsborough, Hollis, Hudson, Litchfield, Lyndeborough, Manchester, Mason, Merrimack, Milford, Mont Vernon, Nashua, New Boston, New Ipswich, Old Dunstable, Pelham, Peterborough, Sharon, Temple, Weare, Wilton & Windsor) (Transportation: Hillsborough Co. Towns of Amherst, Milford, Hillsborough & Deering)
13	Tri-County Community Action Program, Inc. Berlin NH	X	X	(Home Delivered Meals: Coos Co. All) (Congregate Meals: Coos Co. Towns of Berlin, Colebrook, Dummer, Gorham, Lancaster, Milan, North Stratford, Pittsburg, Shelburne & Whitefield) (Transportation: Coos Co. ALL except Towns of Carroll, Dalton, Dummer & Milan. Grafton Co: Towns of Bethlehem, Dalton, Easton, Franconia, Lincoln, Lisbon, Littleton, Lyman, Sugar Hill, Twin Mountain, Woodsville & Woodstock. Carroll Co. Towns of Albany, Center Conway, Conway, Center Ossipee, Center Tuftonborough, Madison, Meredith, Moultonborough, North Conway, North Sandwich, Ossipee, Redstone, Sandwich, South Tamworth, Tamworth, Tuftonboro, West Ossipee & Wolfeboro)
14	VNA @ HCS (Home Healthcare & Hospice and Community Services) Keene NH	X	X	(Home Delivered Meals: Cheshire Co. Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester & Westmoreland) (Congregate Meals: Cheshire Co. All) (Transportation: Cheshire Co. Town of Keene)

An "X" denotes that the Contractor shall provide that service(s)

Subject: Nutrition and Transportation Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number (603) 352-2253	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$650,886.80
1.9 Contracting Officer for State Agency <i>Mary Maggioncalda</i>		1.10 State Agency Telephone Number <i>603-271-9096</i>	
1.11 Contractor Signature <i>Cathy Sorenson</i>		1.12 Name and Title of Contractor Signatory Cathy Sorenson, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> 5/20/2014 On _____, 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] <i>K May</i> KIMBERLY K. MAY, Notary Public My Commission Expires January 27, 2015			
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly K. May, Notary Public			
1.14 State Agency Signature <i>Sh Rockburn</i>		1.15 Name and Title of State Agency Signatory <i>Sheri Rockburn Director</i>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) y: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <i>Rena...</i> On: <i>6-3-14</i>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.
5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.
6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.
7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

Contractor Initials: CP
Date: 5/20/14

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
- 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
- 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
- 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

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

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: GS
Date: 5/20/14

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

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

4. Geographic Area to be served:

The Contractor shall provide and ensure delivery of the services listed in Paragraph 5 below to all eligible persons in the towns/cities listed in Geographic Area Exhibit A-1. Nothing in this Agreement shall be construed to limit the ability of the Contractor to provide said services to other eligible persons located in a town/city not listed in Exhibit A-1 when the Department requests the contractor to do so or when the contractor receives approval by the Department.

5. Services Provided in this Agreement

	Services		
	Home Delivered Meals Services	Congregate Meals Services	Transportation Services
Program:			
Title III	x	x	x
Title XX	x	na	na

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



Exhibit A

6. Service descriptions

- 6.1. Home-Delivered Meals (funded through Titles III and XX) are delivered to a client at his/her home. A client must be homebound and unable to prepare his/her own meals. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the client including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. Providers Contractors must ensure assure that a visual contact is made with each client in his/her home on each day that meals are delivered as an assurance of the individual's safety, with the exception of meals designated as emergency meals or frozen meals which are delivered to clients in advance of anticipated inclement weather conditions or other adverse conditions.
- 6.2. Home Delivered Meals funded by Title XX shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) incorporated by reference into this Agreement.
- 6.3. Home Delivered Meals funded by Title III shall be provided according to the rules and policies of BEAS including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.4. The Contractor agrees to perform the following: receive inquiries and applications; determine eligibility; notify applicants of eligibility; maintain records for each recipient; train staff and volunteers; monitor and evaluate services; maintain financial records; submit reports as requested to the Bureau of Elderly and Adult Services.
- 6.5. Congregate Meals (Community Dining) (funded through Title III) are provided in community settings, where individuals travel to a designated site to share a meal with other individuals. Advance registration is not required, and individuals register when arriving at the meal site. Each meal provided must include at least one-third of the recommended daily allowance established by the Food and Nutrition Board of the Institute of Medicine for the National Academy of Sciences, as well as the Dietary guidelines for Americans issued by the Secretaries of the Departments of Health and Human Services and Agriculture. Meals must accommodate, to the extent possible, the special dietary needs/preferences of the individual including recommendations from the client's licensed practitioner. Meal providers are required to comply with regulations regarding safety and sanitary food practice in accordance with state and local health, safety and sanitation requirements. The Contractor shall provide congregate meals at the locations, hours, and days identified in Exhibit A-2.
- 6.6. Congregate Meals funded by Title III shall be provided according to the rules and policies of the Bureau of Elderly and Adult Services (BEAS), including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older Americans Act of 1965 as amended, incorporated by reference into this Agreement.
- 6.7. Transportation (funded through Title III) provides transport in a vehicle to and from an individual's home for medical appointments, grocery shopping and errands, and to community facilities and programs that promote independent living and provide socialization. Title III Transportation services do not include pleasure excursions that charge individuals a fee for participation.



Exhibit A

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- 6.8. Transportation services funded by Title III shall be provided according to the rules and policies of BEAS, including NH Administrative Rule He-E 502, Older Americans Act Services (Title III), and the Older American's Act of 1965 as amended, incorporated by reference into this Agreement.
 - 6.9. Transportation providers must be in compliance with all applicable Federal and State Department of Transportation and Department of Safety regulations. Vehicles must be registered pursuant to NH Administrative Rule Saf-C 500 and inspected in accordance with NH Administrative Rule Saf-C 3200. Drivers must be licensed in accordance with NH Administrative Rule Saf-C 1000, drivers licensing and NH Administrative Rule Saf-C 1800 Commercial drivers licensing, as applicable.

7. Service Compliance Requirements

7.1. Access to Services

- 7.1.1. Individuals access the services described in this contract through one of two ways. They may apply directly for services to the contractor or be referred to the contractor by the Adult Protective Services Program as a result of a substantiated report of neglect, abuse, or exploitation.
 - 7.1.1.1. Client directly applies for services: The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs. The contractor shall determine the eligibility of the individual; and with the exception of Congregate Meals and Transportation, provide written notice of eligibility within 45 days from the date eligibility was determined, indicate what services are to be provided and their frequency, and indicate the beginning and end dates for individual's period of eligibility.
 - 7.1.1.2. Client referred by Adult Protective Services (APS): The contractor does not take an application, determine or redetermine the client's eligibility or issue notifications. The client's case will be managed by the APS staff. The referral will a protective services plan that the APS worker puts into place to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, or exploitation.

7.2. Client Application/Request for Services

The Contractor shall complete an intake and application for services, in accordance with New Hampshire Administrative Rule He-E 500. Title XX Home-Delivered contractors shall use Form 3000 Application provided by DHHS. Title III Home-Delivered Meals contractors may use Form 3000 or a form of their own that includes the same information as the Form 3000. Congregate meals and transportation do not require an application per se but require participants to sign up for the service as a way to request the service. The Contractor submits these signature lists as verification that the service was provided.

7.3. Client Eligibility

- 7.3.1. The Contractor shall determine eligibility for services and shall be in compliance with both Title III and Title XX requirements regarding eligibility determination, notice of eligibility and the individual's period of eligibility as applicable.
- 7.3.2. In order for clients to be eligible to receive home-delivered meals through both Title III and Title XX, the client needs to demonstrate that he or she cannot prepare meals and that the individual is:
 - 7.3.2.1. Homebound; or
 - 7.3.2.2. Temporarily homebound due to recovery from illness or injury.
- 7.3.2.3. In order for clients to be eligible to receive congregate meals and transportation, they must be age 60 or older. They must sign up for these services prior to



Exhibit A

receiving them. A written application is not required. Individuals who are less than 60 years of age may receive congregate meals if they are:

- (1) The spouses of individuals who accompany them to the meal site;
- (2) Individuals providing volunteer services at the congregate meal site during meal hours;
- (3) Individuals with disabilities who reside at home with an individual who is receiving Title III services; and
- (4) Individuals with disabilities under the age of 60 who are not older individuals, but who reside in housing facilities occupied by older individuals where congregate meals are provided.

7.3.3. Eligibility determination

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

For Home Delivered Meals:

The Contractor shall provide a written notice of the eligibility decision, for individuals determined to be eligible to receive services, to the individual as soon as possible, but no later than 45 calendar days from the date of determination. This notice shall include:

- 1)The services to be provided, and when;
- 2)The eligibility period; and
- 3)Contact information for the contractor.

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

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

7.3.4. Redetermination of Service Eligibility.

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

For Home Delivered Meals:

- 1)The Contractor shall review the individual's service record annually while services are being provided. The review shall be completed within 30 days prior to the anniversary date on which eligibility began.
- 2)The Contractor shall make a decision to re-certify or terminate the individual's services based on the requirements contained in Title III and Title XX administrative rules and document the decision by making a notation in the individuals' service record.

7.3.5. Termination of Services.

Services shall be terminated when:

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



Exhibit A

6) The individual is deceased.

7.3.6. Service Authorizations for Eligible Clients.

Once the client has been determined eligible to receive home delivered meals and congregate meals services, the contractor shall obtain a service authorization from DHHS in order to be reimbursed from this contract for allowable costs in providing services to that client. Transportation services do not require service authorizations.

7.3.6.1. The Contractor shall submit a completed Form 3502 "Contract Service Authorization-New Authorization" for each client who has been determined eligible to receive home delivered and/or congregate meals services. More than one service may be included on a Form 3502. The completed Form 3502 shall be submitted to:

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301

7.4. Client Assessments

The contractor shall assess the individual's needs and develop written service plans, keep written progress notes; and monitor and adjust service plans to meet the individual's needs in accordance with NH Administrative Rule 500.

7.5. Person centered provision of services

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

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

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their



Exhibit A

respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:

- 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
- 7.6.5. A description of time frames necessary for obtaining staff replacements;
- 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

7.7. Service Delivery Verification

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

1) Eligibility:

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

2) Quality and Appropriateness:

- a) Plans of Care: For home delivered meals the number and percent of individuals' plans of care contain evidence of person-centered planning
 - i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
 - i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s); Applicants were referred to Adult Protective Services; and
 - iii) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

- 3) The Contractor must survey a sample of participants for each contracted service and provide their survey methodology, in writing, to BEAS.

4) Service Delivery

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



Exhibit A

- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

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

- Expenses by program service provided. Service is defined as Home Delivered Meals, Congregate Meals & Transportation;
- Revenue, by program service provided, by funding source;
- Actual Units served, by program service provided, by funding source;
- Number of unduplicated clients served, by service provided, by funding source;
- Number of Title III and Title XX clients served with non-BEAS funds;
- Unmet need/waiting list; and,
- Lengths of time clients are on a waiting list.

In addition, the Contractor shall complete the Home-Delivered Data Form and the Transportation Data Form two (2) times per year. These forms will be due January 31, 2015 and July 31, 2015. The form will be a pre-defined electronic form supplied by DHHS. The data will include, but not be limited to the following:

For home-delivered meals:

- the number of meals served by client and by town;
- the number of meals served in the aggregate;
- the number of miles related to the delivery of meals in the aggregate.

For transportation:

- the number of clients served by town and in the aggregate;
- the number of miles in the aggregate;
- the nature of the transportation. Nature is defined as Medical appointment, shopping, etc...;
- the occupancy rate per vehicle.

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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



Exhibit A

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

7.9.3. Adult Protective Services

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

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

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

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

7.12. Criminal Background and Adult Protective Service Registry Checks

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



Exhibit A

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

7.13. Grievance and Appeals

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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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



Exhibit A

-
- a) Each contract agency shall include the following information on its wait list:
 - i) The individual's full name and date of birth;
 - ii) The name of the service being requested;
 - iii) The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - iv) The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - v) The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - vi) The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - vii) A brief description of the individual's circumstances and the services he or she needs.
 - b) The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - i) Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - ii) Declining mental or physical health of the caregiver;
 - iii) Declining mental or physical health of the individual;
 - iv) Individual has no respite services while living with a caregiver; and
 - v) Length of time on the wait list.
 - vi) When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - vii) Individuals who are being served under protective services RSA 161-F: 42-57 shall be given priority status on the waitlist and in accordance with He-E 501.14 (f) and He-E 502.13.
 - viii) Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.
 - c) When an individual is placed on the wait list, the contract agency shall notify the individual in writing
 - d) The wait list must be maintained during the contract period and available to BEAS upon request.

7.17. Notice of Failure to meet Service Obligations

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



Exhibit A

- b) The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
- c) The Contractor terminates a services or services for any reason;
- d) The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations

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

7.20. Contract Monitoring

The Contractor shall:

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

7.21. Financial Integrity Maintenance

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



Exhibit A

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

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

- 7.21.5. Weighted Average: The process for the scoring is
1. Calculate the individual ratio for the Contractor
 2. Divide Contractor ratio by the benchmark to determine percentage above or below benchmark
 3. Multiply Contractor percentage by "Percentage Weight of Risk Score"
 4. Add the scores for the ratios as determined for each ratio in Steps 1 to 3.

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

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



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix

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



Exhibit A

Table A - Risk Analysis Assessment Ratios Matrix						
Category	Name of Ratio	Description	How it is Calculated	What the Ratio Measures	Benchmark	Percentage of Total Risk Assessment
Operating Results	Cash Flow % of Revenue	This ratio calculates the company's cash flow as a percentage of revenue.	(INCREASE IN NET ASSETS + DEPRECIATION) / REVENUE	This ratio measures the Operating Results of an organization. A ratio equal to or higher than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk assessment value.	2%	10.0%
Leverage	Debt to Equity	This ratio compares total debt to equity.	(TOTAL ASSETS - NET ASSETS)/NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a ratio and represents 5% of the total risk assessment value.	0.7:1	5.0%
Leverage	Long Term Debt to Equity	This ratio compares long term debt to equity.	LONG TERM DEBT / NET ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 5% of the total risk assessment value.	100%	5.0%
Leverage	Debt Ratio	This ratio compares total debt to total assets.	(TOTAL ASSETS - NET ASSETS)/TOTAL ASSETS	This ratio measures Leverage (Relative Debt Level). A ratio equal to or lower than the benchmark is considered favorable. The benchmark is expressed as a percentage and represents 10% of the total risk	50%	10.0%



Exhibit A

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

7.22. Agreement Elements

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit A-1 Geographic Area, Exhibit A-2 Congregate Meal Sites, Exhibit B Method and Conditions Precedent to Payment, Exhibits B-1, B-2 and B-3, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.

This first Amendment to the In Home Care, In Home Health Aide Level of Care, and Adult Day Program Service contract (hereinafter referred to as "Amendment #1") dated this 18th day of August 2014, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 312 Marlboro Street, Keene, NH 03431.

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

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

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

WHEREAS the Parties agree to modify the geographic area to be served within the price limit.

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

1) Delete Exhibit A, # 4.1 and replace with Exhibit A Amendment #1, 4.1 as follows:

- 4.1. In Home Care Services, and In Home Health Aide Level of Care Services:
Cheshire County – All Cities and Towns.
Hillsborough County – Towns of Antrim, Bennington, Deering, Frankestown, Greenfield, Greenville, Hancock, Hillsborough, Lyndeborough, Mason, New Ipswich, New Boston, Peterborough, Sharon, Temple & Wilton.
Sullivan County – Towns of Acworth, Charlestown & Langdon.

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.



This amendment shall be effective upon the date of Governor and Executive Council approval.

IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

9/2/14
Date

Sheri L. Rockburn
NAME Sheri L. Rockburn
TITLE CFO

VNA at HCS, Inc.

August 21, 2014
Date

Cathy Sorenson
NAME Cathy Sorenson
TITLE President/CEO

Acknowledgement:

State of New Hampshire, County of Cheshire on August 21, 2014, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Signature of Notary Public or Justice of the Peace

Karen M. Campbell
Name and Title of Notary or Justice of the Peace

KAREN M. CAMPBELL, Notary Public
My Commission Expires June 4, 2019

CJA
8/21/14

State of New Hampshire
Department of Health and Human Services
Amendment #1 for VNA at HCS, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

8/9/14
Date

[Signature]
Name: Megan A. Apple
Title: Attorney

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

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

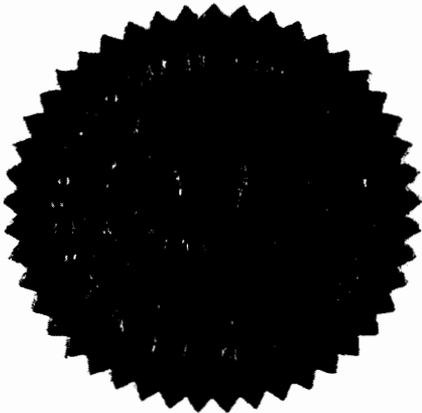
Services and Geographic Area

<i>Name of Vendor</i>	<i>Name of Service</i>	<i>Geographic Area</i>
VNA at HCS Inc. Keene NH	Home Delivered Meals	Cheshire County: Towns of Chesterfield, Fitzwilliam, Gilsum, Hinsdale, Keene, Marlborough, Nelson, Rindge, Sullivan, Surry, Swanzey, Troy, Winchester & Westmoreland
	Congregate Meals	Cheshire County: All
	Transportation	Cheshire County: Town of Keene
	In Home Care Services and In Home Health Aide Level of Care Services	Cheshire County:– All Hillsborough County: Towns of Antrim, Bennington, Deering, Francestown, Greenfield, Greenville, Hancock, Hillsborough, Lyndeborough, Mason, New Ipswich, New Boston, Peterborough, Sharon, Temple & Wilton. Sullivan County: Towns of Acworth, Charlestown & Langdon.
	Adult Day Program Services	Location: 312 Marlboro Street Keene, NH Monday to Friday 8am-5pm

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 24th day of April A.D. 2014

A handwritten signature in cursive script, appearing to read "William M. Gardner", is written above the printed name.

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from an electronic vote of the Board of Directors of VNA at HCS, Inc. on August 21, 2014 at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the President/CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, 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 Cathy Sorenson is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

August 21, 2014
Date

Betsy Cotter
Betsy Cotter
VNA at HCS Board Vice Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On August 21, 2014, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Vice 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 M. 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)
8/21/2014

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 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"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Atlantic Charter Insurance</td> <td></td> </tr> <tr> <td>INSURER B:</td> <td></td> <td></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:	Atlantic Charter Insurance		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Home Healthcare Hospice & Community Svcs VNA at HCS PO Box 534, 312 Marlboro St Keene NH 03431																					

COVERAGES **CERTIFICATE NUMBER** Master 2014/2015 **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
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	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) \$ 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 <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	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	WCA00539800	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, 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.

CERTIFICATE HOLDER**CANCELLATION**

NH Dept. of Health and Human Services Bureau of Elderly and Adult Services Attn. Cynthia Carpenter 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 Danny Edgecomb/NW
---	--



Comfort, care and support
when home is where you want to be . . .

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 6, 2012

312 Marlboro Street
PO Box 564
Keene, NH 03431
603-352-2253 • 800-541-4145

Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

VNA AT HCS, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITOR'S REPORT	
Financial Statements.....	1 - 2
FINANCIAL STATEMENTS	
Balance Sheets.....	3
Statements of Operations	4
Statements of Changes in Net Assets.....	5
Statements of Cash Flows	6
NOTES TO FINANCIAL STATEMENTS	7 - 14

BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301
TELEPHONE 603/224-0849
TELEFAX 603/224-2397

Independent Auditor's Report

Board of Directors
VNA at HCS, Inc.
Keene, New Hampshire

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheets as of June 30, 2013 and 2012, 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 opinions.

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, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "A. Oddy".

Concord, New Hampshire
September 24, 2013

VNA AT HCS, INC.
BALANCE SHEETS
JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 1,486,615	\$ 957,631
Temporary investments	38,487	33,457
Patient accounts receivable, less allowances for uncollectible accounts of \$320,768 and \$293,046 at June 30, 2013 and 2012, respectively	2,042,500	2,000,336
Other receivables	597,672	391,605
Prepaid expenses	24,382	27,611
Due from affiliates	4,918,772	5,279,069
Total Current Assets	9,108,428	8,689,709
Assets Limited As To Use	116,326	170,374
Property And Equipment, Net	249,730	362,960
TOTAL ASSETS	\$ 9,474,484	\$ 9,223,043

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable	\$ 139,740	\$ 153,457
Due to third-party payers	5,000	5,535
Accrued payroll and related expenses	727,011	651,451
Deferred revenue	687,054	566,862
Total Current Liabilities	1,558,805	1,377,305
Net Assets		
Unrestricted	7,799,353	7,675,364
Temporarily restricted	97,668	151,716
Permanently restricted	18,658	18,658
Total Net Assets	7,915,679	7,845,738
TOTAL LIABILITIES AND NET ASSETS	\$ 9,474,484	\$ 9,223,043

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF OPERATIONS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Operating Revenue		
Patient service revenue	\$ 15,288,208	\$ 14,904,158
Provision for bad debts	(209,200)	(111,000)
Net patient service revenue	15,079,008	14,793,158
Other operating revenue	3,112,032	3,020,600
Total Operating Revenue	18,191,040	17,813,758
Operating Expenses		
Salaries and benefits	12,075,835	11,874,598
Other operating expenses	2,911,890	3,005,816
Depreciation	335,579	348,770
Management fees	2,969,389	2,692,832
Total Operating Expenses	18,292,693	17,922,016
OPERATING LOSS	(101,653)	(108,258)
Other Revenue and Gains		
Contributions	223,334	316,391
Investment income	2,308	3,595
Total Other Revenue Gains	225,642	319,986
EXCESS OF REVENUE OVER EXPENSES	123,989	211,728
Net assets released from restriction for capital acquisitions	-	167,175
INCREASE IN UNRESTRICTED NET ASSETS	\$ 123,989	\$ 378,903

(See accompanying notes to these financial statements)

VNA AT HCS, INC.

STATEMENTS OF CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanent Restricted</u>	<u>Total</u>
Balance, June 30, 2011	\$ 7,296,461	\$ 16,170	\$ 18,658	\$ 7,331,289
Excess of revenue over expenses	211,728	-	-	211,728
Contributions	-	367,175	-	367,175
Investment income	-	353	-	353
Net assets released from restriction	-	(64,807)	-	(64,807)
Net assets released from restriction for capital acquisitions	167,175	(167,175)	-	-
Change in Net Assets	<u>378,903</u>	<u>135,546</u>	<u>-</u>	<u>514,449</u>
Balance, June 30, 2012	7,675,364	151,716	18,658	7,845,738
Excess of revenue over expenses	123,989	-	-	123,989
Investment income	-	398	-	398
Net assets released from restriction	-	(54,446)	-	(54,446)
Change in Net Assets	<u>123,989</u>	<u>(54,048)</u>	<u>-</u>	<u>69,941</u>
Balance, June 30, 2013	<u>\$ 7,799,353</u>	<u>\$ 97,668</u>	<u>\$ 18,658</u>	<u>\$ 7,915,679</u>

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 69,941	\$ 514,449
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Bad debt expense	209,200	111,000
Depreciation	335,579	348,770
(Increase) decrease in the following assets:		
Temporary investments	(5,030)	191,100
Patient accounts receivable	(251,364)	(587,270)
Other receivables	(206,067)	138,204
Prepaid expenses	3,229	916
Due from affiliate	360,297	31,650
Increase (decrease) in the following liabilities:		
Accounts payable	(13,717)	(273)
Due to third-party payers	(535)	(6,465)
Accrued payroll and related expenses	75,560	(482,921)
Deferred revenue	120,192	(198,851)
Net Cash Provided by Operating Activities	697,285	60,309
Cash Flows From Investing Activities		
Increase in assets limited as to use	54,048	(135,546)
Capital expenditures, net of dispositions	(222,349)	(437,898)
Net Cash Used by Investing Activities	(168,301)	(573,444)
Net Increase (Decrease) in Cash and Cash Equivalents	528,984	(513,135)
Cash and cash equivalents, beginning of year	957,631	1,470,766
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,486,615	\$ 957,631

(See accompanying notes to these financial statements)

VNA AT HCS, INC.
NOTES TO FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

NOTE 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 purposes are 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. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

Affiliates

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 its affiliate. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

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 2010.

Use 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. Accordingly, actual results could differ from those estimates.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

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.

Assets Limited as to Use

Assets limited as to use primarily include assets that are limited as to use per donor restriction. Assets limited as to use per donor restriction include temporarily restricted assets for hospice respite services and permanently restricted endowment 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. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

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 income from which may or may not be limited by donors to a specific time period or purpose.

Patient Service Revenue

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 Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Donor Restricted Gifts

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 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 reflected as unrestricted contributions in the accompanying financial statements.

Excess of Revenue Over Expenses

The Statements of Operations reflect the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice, include 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).

Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts*. The update requires certain health care entities to present the bad debt expense associated with patient service revenue as a deduction from patient service revenue (net of contractual allowances and discounts) rather than as an operating expense. Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts, including qualitative and quantitative information about changes in the allowance for doubtful accounts. The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Association adopted the amendment as of July 1, 2012 and retrospectively applied the amendment for the year ended June 30, 2012.

NOTE 2 ASSETS LIMITED AS TO USE

Assets limited as to use by donor restriction at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Donor restricted		
Temporarily - meal sites	\$ 6,842	\$ 6,825
Temporarily - respite	9,362	9,362
Temporarily - Shea charitable gift	81,464	135,529
Permanently - income for operations	8,658	8,658
Permanently - income for hospice	<u>10,000</u>	<u>10,000</u>
Total	<u>\$ 116,326</u>	<u>\$ 170,374</u>

The composition of assets limited as to use at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Cash and cash equivalents	\$ 19,362	\$ 19,362
Temporary investments	<u>96,964</u>	<u>151,012</u>
Total	<u>\$ 116,326</u>	<u>\$ 170,374</u>

Cash and cash equivalents included in assets limited as to use are not considered cash and cash equivalents for cash flow purposes.

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Furniture and equipment	\$ 1,725,801	\$ 1,701,672
Less, accumulated depreciation	<u>1,476,071</u>	<u>1,338,712</u>
Property and Equipment, Net	<u>\$ 249,730</u>	<u>\$ 362,960</u>

NOTE 4 ENDOWMENTS

There were no board designated endowments. As required by accounting principles generally accepted in the United States of America, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the 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 fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Association
- (7) The investment policies of the Association

The Association has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets.

The endowment assets consist of a balanced portfolio of cash, debt and equity securities. Investment returns earned on endowments is expended when earned unless otherwise stipulated by the donor.

NOTE 5 PATIENT SERVICE REVENUE

Patient service revenue provided for the year ended June 30, 2013 and 2012, follows:

	<u>2013</u>	<u>2012</u>
Medicare	\$ 10,395,373	\$ 9,966,493
Medicaid	1,360,043	1,412,002
Other third-party payers	1,532,608	1,598,642
Municipalities - fee for service	80,690	73,058
Private pay	<u>1,919,494</u>	<u>1,853,963</u>
Total	<u>\$ 15,288,208</u>	<u>\$ 14,904,158</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 revenues 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 \$2,897,969 and \$2,796,100 for the years June 30, 2013 and 2012, 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.

NOTE 6 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the years ended June 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Program services	\$ 15,323,304	\$ 15,229,184
Administrative and general	<u>2,969,389</u>	<u>2,692,832</u>
Total	<u>\$ 18,292,693</u>	<u>\$ 17,922,016</u>

NOTE 7 RELATED PARTY TRANSACTIONS

The Association purchased services from affiliates amounting to \$2,969,389 and \$2,692,832 in management services and \$163,023 and \$163,830 in contract services for the years ended June 30, 2013 and 2012, respectively.

NOTE 8 CONCENTRATION OF RISK

The Association has cash deposits in a major financial institution in excess of \$250,000, which exceed federal depository insurance limits. The financial institution has a strong credit rating and management believes the credit risk related to these deposits is minimal.

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, 2013 and 2012 Medicare and Medicaid represented 63% and 12% and 68% and 5% of gross accounts receivable, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 9 RETIREMENT PLAN

The Association has adopted a defined contribution plan. The retirement plan expense was \$101,674 and \$116,154 for the years ended June 30, 2013 and 2012, respectively.

NOTE 10 MALPRACTICE INSURANCE

The Association insures its medical malpractice risks on a claims made basis. There were no known malpractice claims outstanding at June 30, 2013 and 2012, 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.

NOTE 11 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through September 24, 2013, which is the date the financial statements were available to be issued.



Home Healthcare
Hospice &
Community Services

Comfort, care and support
when home is where you want to be . . .

**HCS/VNA at HCS, Inc.
2013-2014 Board of Directors**

Chair: Deborah J. Blanc

2009-2012

2012-2015

Jane Larmon

2012-2015

Vice-Chair: Betsy Cotter

2011-2014

John McIntosh

2013-2016

Treasurer: Joji Robertson

2102-2015

Allen Mendelson

2013-2016

Secretary: Peter Gosline

2009-2012

2012-2015

Charles Montgomery, MD

2011-2014

Janet Ackerman

2012-2015

Maureen O'Brien

2011 - 2014

Joe Baute

2006-2009

2009-2012

2012-2013

2013-2016

Brian Reilly, MD

2012-2015

**Katherine J. Snow, Director at
Large**

2008-2011

2011-2014

JoAnn Fenton

2009-2012

2012-2015

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Arborway
PO Box 343
Charlestown, NH 03603
603-826-3322

45 Main Street
PO Box 496
Peterborough, NH 03458
603-532-8353

3.2.5. Resumes

Cathy J. Sorenson R.N., BSN, COS-C

EMPLOYMENT:

Nov 2013 – Present Home Healthcare, Hospice and Community Services
(VNA at HCS, Inc.)

President/CEO

The President/CEO is responsible to the Board of Directors for administering, directing and coordinating all activities of the agency to carry out its mission, objectives and strategic initiatives.

Feb 2010-Present Home Healthcare, Hospice and Community Services
(VNA at HCS, Inc.)

Director of Clinical Services

Responsible for Corporate Quality Compliance oversight; Care Coordination activities, Medical Records, Castle Center (adult day care center) and the Maternal Child Health and Home Visiting Programs, and clinical oversight of the Wellness Program.

May 2009-Feb 2010 VNA Care Network

Case Coordinator

Responsible for day to day operations of multidisciplinary visit staff. Oversight and audit of OASIS data and utilization of resources.

Caritas Home Care

Sept. 2008-Apr 2009 ***Branch Manager***

Responsible for overall branch operations including management And oversight of quality, fiscal and resources relative to certified Home care.

April-Sept 2008 ***Nursing Supervisor***

Responsible for leading and managing a multidisciplinary staff. Duties include joint visits, record reviews, case conferences and Visits as needed.

Mar.2007-Mar.2008 **Community Health Network, Inc.**

Program Manager

Manager responsible for home care staffing agency. Duties include hiring and retention of experienced home care nurses, internal and external customer service development, transformational leadership processes.

Jan.2006-Mar 2007 New England Home Care, Inc. (*subsidiary of National Home Health Corp.*)

Branch Director

Duties include management, development, quality and fiscal oversight of two branches in large Medicare Certified homecare agency. Position assigned by corporate office to assist in achieving deficiency free state survey.

Sept. 2005-Dec. 2005:SeniorBridge Elder Care

Director Client Services

Duties include oversight of clinical activities with collaborative responsibilities related to sales and marketing of integrated geriatric care model to private pay clients.

Jan.2005-Sept.2005 National Home Health Corporation

Vice President, Nursing; Chief Compliance Officer

Regional position with corporate responsibility for affiliates in NY, NJ, CT and MA. Responsibilities included implementation of quality initiatives, outcome improvement under PPS for Medicare certified branches and compliance with licensing requirements in uncertified branches. Direct report to President, CEO of corporation.

Oct.2004-Dec.2004 Community Health Network

Contract Staff Nurse

Worked at Lifepans, Inc. as contract employee. Duties included Of nursing assessments for purposes of determining long term care Benefits of insurance beneficiaries.

Oct.2000-Oct.2004 Partners Homecare

Clinical Resource Manager:

Responsible for leadership and management of visiting staff and utilization nurse. Duties included: assuring clinical quality, implementation of clinical initiatives, performance reviews, joint visits and oversight of day to day operations to meet the clinical needs of patients. Responsible for interviewing and hiring of all staff on multidisciplinary team as well as disciplinary review.

Feb 2000-Oct.2000 Caritas Homecare

Nursing Supervisor:

Responsible for day to day operations of home care visiting staff. Included daily assignment of admissions and visits to home care staff. Home visits as needed.

June 1994-Nov.1999 Newton-Wellesley Home Health (acquired by Partners Home Care in 2000)

Visiting Nurse, Clinical Director, Team Leader:

Role was flexible over the years to meet the needs of the agency. Primary responsibility for day-to-day operations, staffing, on call, home health aide oversight, intake and assignment of referrals in a small hospital based agency. On implementation team for Continuous Quality Improvement in Agency.

Oct. 1991-June 1994 Newton Wellesley Hospital-Tanger 4

RN, Oncology Unit.

Responsible for chemotherapy infusions, blood product transfusions, central line care of oncology patients receiving treatment. Care included addressing complex psychosocial needs around potential and actual life threatening illness.

Aug 1989-July 1991 Suburban Hospital-Bethesda, Maryland

Assistant Patient Care Manager 3W.

Duties included: Staff management, quality assurance audits; biannual staff Evaluations, participation on Shared Governance Board, staff development on a 33 bed medical/surgical urology unit in a community teaching hospital.

July 1988-July 1989 Mercy/Burnham Hospitals, Champaign-Urbana, Ill.

Staff Nurse

Responsible for care of variety of patients, including neonatal, ICU, Orthopedics, Oncology and Medical Surgical units. Full-time Float nurse with primary focus on professional development and clinical competence.

July 1987-July1988 Suburban Hospital,

Nurse Clinician I.

New graduate RN on 3W as above with responsibility for pre/post operative care of urological and other medical/surgical clients. Also precepted and mentored other new graduates by year's end; participated on Quality council and Professional Development Council of Shared Governance

EDUCATION:

University of Maryland at Baltimore School of Nursing

Bachelor of Sciences, Nursing May 1987

Suffolk University-Graduate Certificate in Home Care Management-2008

CERTIFICATION:

ANA Certified Medical Surgical Nurse 1990-1995

Chemotherapy Certification, Newton-Wellesley Hospital 1992

OASIS Specialist-4/2005, 10/2008

3.2.5. Resumes

Richard J. Skeels

Education:

Clark University, Worcester, Massachusetts
Boston College, Chestnut Hill, Massachusetts

BA – Geography
MBA – Finance

Work History:

Home Healthcare, Hospice & Community Services
7/2001 – present Chief Financial Officer
5/1996 – 7/2001 Director of Finance

Keene, NH

HCRS
9/1983 – 5/1996 Director of Finance

Bellows Fall, VT

Raytheon Company
3/1981 – 9/1983 Program Analyst

Sudbury, MA

Massachusetts Department of Mental Health
9/1977 – 3/1981 Contracts Manager

Shrewsbury, MA

Milford Assistance Program
2/1975 – 8/1977 Educational Director

Milford, MA

3.2.5. Resumes
Mary A. Davis, RN

Education:

Saint Joseph's College, North Windham, ME
Lawrence memorial Hospital School of Nursing, Medford, MA

Experience:

3/2012 – Present: **VNA at HCS (Home Healthcare, Hospice & Community Services), Keene, NH**

VNA Program Director

Principal Responsibilities: Manages the daily operations of the VNA, including all clinical services and the Maternal Child Health Program. Recruits and assists in the training of program staff; evaluates the program and staff performance. Assists in the interpretation of agency services to the general public and to the referral agencies. Manages the program budget and assists in its preparation and collaboration with the CCOO. Ensures program compliance with legal, regulatory and accreditation requirements.

9/2002 – 3/2012: **Home Healthcare, Hospice & Community Services, Keene, NH**
Associate Director of VNA @ HCS

Principal Responsibilities: assists with the management supervision of the nursing and rehabilitation programs.

1/1997 – 9/2002: **Home Healthcare, Hospice & Community Services, Keene, NH**
Rehabilitation Coordinator

Principal Responsibilities: provides coordination and scheduling of therapy services provided throughout the area. This position is also responsible for regulatory compliance of the Therapy Department, to include OBQI and financial benchmarks.

10/1993 – 1/1997: **Home Healthcare, Hospice & Community Services, Keene, NH**
Staff RN

Principal Responsibilities: Provides and directs the provision of home nursing care, based on agency policy and procedures, through the competent use application of the nursing process.

12/1991 – 11/1992: **Spofford Hall, Spofford, NH**
Charge Nurse

Principal Responsibilities: Responsible for staff assignments, overseeing admissions, treatment and discharge of patients on the unit. Attended and conducted evening group therapy sessions, provided information to the day staff and head nurse at the end of shift. Communicated any changes or concerns in the patients' condition to physicians and/or psychiatrist. Responsible for managing any crisis that arose within the facility.

7/1991 – 12/1991: **Spofford Hall, Spofford, NH**

Staff Nurse and Relief Charge Nurse

Principal Responsibilities: The care of twelve to twenty patients with dual diagnosis. Initiated individualized care plans within twenty-four hours of admission to the unit, evaluated need for and the side effects of medication, monitored patients vital signs and laboratory test results, provided a safe environment for patients in treatment, assisted in discharge planning.

3/1991 – 7/1991: **Spofford Hall, Spofford, NH**

Per diem RN

Principal Responsibilities: Admitting and assessing patients, monitoring patients withdrawal, dispensing medication as ordered, planned and implemented individualized patient care plans, attended treatment team meetings.

9/1985 – 11/1990: **Day One, Inc., Bar Mills, ME**

Nurse Consultant

Principal Responsibilities: Provide nursing service on a part-time and on-call basis to the twelve residents of the Day One substance abuse facility; establish consultive relationships with area physicians; make referrals to health care institutions; provide nutrition counseling; establish health policies; offer classes or individual sessions on health related issues.

9/1984 – 11/1990: **Maine School District #6, Buxton, ME**

Substitute School Nurse

Principal Responsibilities: Provide nursing services to 1000 students within MSAD #6; respond to sick calls and accidents; administer hearing and vision tests; assist with physicals.

7/1983 – 1/1986: **Childbirth Education Association, Portland, ME**

Principal Responsibilities: Teach natural/prepared childbirth classes to expectant mothers and their coaches; instruct in the areas of nutrition, exercise, and prenatal care, provide pro bono classes for unwed teenagers in my home.

3.2.5. Resumes

Mary E. Lucas, RN

Experience

Home Healthcare, Hospice and Community Services, Inc

1999 – Present

Home Health Aide Supervisor - instructs and supervises clinical and hospice Home Health Aides to insure the provision of quality care, oversees and coordinates agency services and participates in the case management decision process.

Coordinator of Support Services – Instructs and supervises Home Health Aide Staff and Home and Community Based Care Licensed Nursing Assistants to insure the provision of quality care, oversee and coordinate agency services and participate in the case management decision process.

Staff Nurse – Provides and directs the provision of home care nursing based on agency policy and procedure through the competent application of the nursing process. Responsibilities included seeing 6 – 8 clients per day for a variety illnesses and injuries.

Langdon Place of Keene

1997 – 1999

RN Charge Nurse – Alzheimer's unit for 24 residents. Implementing care plans of residents with a psychiatrist on a bi-weekly basis, resident assessments, update nursing care plans.

LPN Charge Nurse – Skilled nursing care for 25 residents. Duties included medication nurse, treatment nurse, oversee duties of CAN, resident assessments, update nursing care plans.

Linda Manor Extended Care

1996 – 1997

LPN Charge Nurse - for 41 residents.

LPN – Sub-acute unit of 20 patients. Duties included medication nurse, treatment nurse, oversee duties of CAN, resident assessments.

Center for Extended Care of Amherst

1995 – 1996

LPN – Long Term Care Facility. Duties included medication nurse, treatment nurse, resident assessments, scheduling MD, podiatrists, optometrist appointments, update nursing care plans. Supervision of staff.

Heritage Hall South

1994 – 1995

LPN, Respiratory Care Unit – Duties included vent care, in-line suctioning, trachea care, medication nurse, treatment nurse, assessment of residents, supervision of CAN staff.

Education

- 1997-1998 **Vermont Technical College**
 Randolph Center, VT
 RN – Associate Degree in Nursing
- 1994-1995 **Thompson School for Practical Nurses**
 Brattleboro, VT
 Diploma in Nursing
- 1991-1993 **Greenfield Community College**
 Greenfield, MA
 Business Administration/Management

Richard D. Olmstead

PROFESSIONAL EXPERIENCE

Home Healthcare, Hospice and Community Services, Inc. (VNA at HCS)

Director of Customer Care and Program Analytics

3/2012 - Present

In addition to providing strategic and business planning, development, implementation and monitoring to all Customized Care programs, including Adult In Home Care and Homemaking, responsible for agency-wide data analysis using multiple systems.

Customized Care Business Manager

8/23/2009 – 3/2012

As part of an agency restructure, provide strategic and business planning, development, implementation and monitoring for all Customized Care programs, including Adult In Home Care and Homemaking. Also provide fee based Geriatric Care Planning services as part of a Geriatric Care Management program. Work in conjunction with the Customized Care Clinical Manager and Geriatric Care Manager to ensure quality provision of client services.

Extended Care Program Manager

9/28/02 – 8/22/2009

Provide administrative oversight for the Home Support Services and Preferred Care Programs. Direct, supervise, and provide system development to ensure quality provision of client services. Organize, plan, direct and evaluate client services to achieve long and short term goals. Ensure compliance with clinical and administrative policies and procedures, as well as regulatory and accreditation requirements. Promote atmosphere conducive to organizing and coordinating the total team of care-givers and support staff. Assist with the preparation and implementation of each program's budget.

Home Support Program Coordinator

7/01/02 - 9/27/02

Plan and develop the services provided by Adult In-Home Care, Title XX and Sliding Scale Homemaking, HCBC Homemaking, and Private Duty Homemaking. Manage programs to operate at the highest quality of service provision and within budget guidelines. Ensure compliance with all clinical and administrative policies and procedures, as well as regulatory and accreditation requirements. Assist with preparation and implementation of the program's budget.

Community Life for Seniors Project Director

2/13/01 - 6/30/02

Assure the development, implementation and evaluation of project activities; coordinate and supervise efforts of team members to meet project objectives; facilitate interagency action, communication and referral as needed; increase awareness of the target population and general public regarding the availability of the program; present or coordinate in educational programs for seniors, health care and social service staff, volunteers and the community; coordinate follow-up of client's needs and problems; and assure collection of program statistics.

4/90 - 2/01 **Phoenix Houses of New England, Keene, NH**
(Formerly Marathon House; Non-Profit Substance Abuse Treatment Facilities)

Safety and Facilities Manager

12/97 - 2/01

Supervise building, vehicle, and major equipment maintenance for thirteen facilities in four states; prepare capital budgets; create and edit safety policies to ensure compliance with state, local and national standards of the many agencies which license or certify the programs; oversee all major capital projects. Serve as Corporate Safety Officer and ADA Coordinator; assess each facility's level of ADA compliance annually; develop an annual Accessibility Plan to address deficiencies.

Serve as primary Management Information Services contact for four states; work with NY office to resolve hardware and software problems; install or upgrade software; and configure new computers for the Phoenix House network.

Regional Project Coordinator

10/96 - 11/97

Supervised building, vehicle and equipment acquisition and maintenance for 5 facilities in 3 states; performed quarterly safety inspections; conducted training for clients and staff in safety and fire prevention; managed daily client work activities; directed fund raising at Dublin facility. Provided technical support for computer users; installed or upgraded hardware and software; set up and trained new users on phone and voice mail systems.

Senior Counselor of Marathon House Dublin

1/95 - 10/96

Counseled clients; facilitated client and family groups, designed and reviewed treatment plans; acted as Facility Safety Officer; directed fund raising efforts; organized daily client work activities; and oversaw building, equipment, and computer maintenance.

Counselor at Marathon House Dublin

4/90 - 12/94

Counseled adolescent and adult clients in a residential program; facilitated groups, conducted and organized family day educational programs; documented client progress and participation in program; oversaw client work activities.

4/88 to 12/89 **Infantline Insurance, Inc.**

Amherst, NH

Underwriting Manager

Managed a \$5 million branch office; supervised staff; underwrote, inspected and marketed all commercial risks; conducted staff meetings; provided regular updates on branch to corporate headquarters; worked with adjusters and clients on large claims.

Education

1992

University of Massachusetts
B. A. in Psychology

Amherst, MA

VNA at HCS, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Cathy Sorenson	President/CEO	170,980	0	0
Richard Skeels	CFO	130,000	0	0



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

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
 Commissioner

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

Diane Langley, Director
 Sheri Rockburn, Director

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

May 27, 2014

G&C Approved

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

Date 6-18-14
 Item # 110

REQUESTED ACTION

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

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

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

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (64% Federal and 36% General)

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

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

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

EXPLANATION

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

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

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

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

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

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

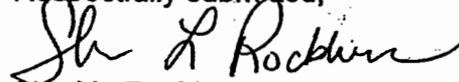
Should the Governor and Executive Council not authorize these agreements, services provided to low income, elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their homes and communities. This would result in needing more costly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

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

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

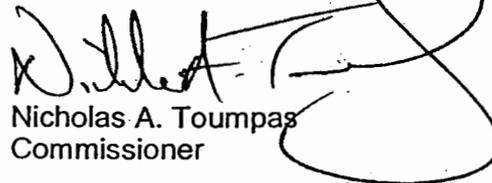
In the event that the federal funds become no longer available, general funds will not be requested to support this program.

Respectfully submitted,



Sheri L. Rockburn
Director

Approved by:



Nicholas A. Toumpas
Commissioner

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

Summary of Vendors, Services and Geographic Area

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

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

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

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

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

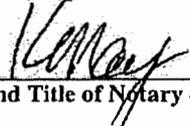
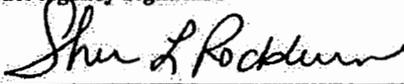
Subject: In Home Care Services, In Home Health Aide Level of Care, In Home Nursing Level of Care Services, and Adult Day Program Services

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord NH 03301	
1.3 Contractor Name VNA at HCS, Inc.		1.4 Contractor Address 312 Marlboro Street Keene, NH 03431	
1.5 Contractor Phone Number 603-352-2253	1.6 Account Number See Exhibit B	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$1,008,761.
1.9 Contracting Officer for State Agency Mary Maggioncalda		1.10 State Agency Telephone Number 603-271-9096	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Cathy Sorenson, President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Cheshire</u> On <u>5/21/14</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] 		KIMBERLY K. MAY, Notary Public My Commission Expires January 27, 2015	
1.13.2 Name and Title of Notary or Justice of the Peace Kimberly K. May, Notary Public			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Shari Rockburn Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>M. K. Brun</u> On: <u>5/28/14</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.
3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").
3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.
5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.
6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.
6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.
7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.
7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
 - 8.1.2 failure to submit any report required hereunder; and/or
 - 8.1.3 failure to perform any other covenant, term or condition of this Agreement.
- 8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;
 - 8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;
 - 8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or
 - 8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
- 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

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

15. WORKERS' COMPENSATION.

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

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

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

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

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

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

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

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

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

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

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



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

Scope of Services

1. Purpose:

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

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

2. Contract Period:

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

3. Population:

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

3.1. Title III

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

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

3.2. Title XX 42 USC §1397 et seq.

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

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

4. Geographic Area to be served:

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

- 4.1. In Home Care Services, and In Home Health Aide Level of Care Services: Cheshire Co. – All Cities and Towns. Hillsborough Co. Towns of Antrim, Bennington, Deering, Greenfield, Greenville, Hancock, Hillsborough, Lyndeborough, Mason, New Ipswich, New Boston, Peterborough, Sharon, Temple & Wilton. Sullivan Co. Towns of Acworth, Charlestown & Langdon.

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

VNA at HCS, Inc.
312 Marlboro Street
Keene, NH.

Monday through Friday from 8:00 am to 5:00 pm.



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

5. Services Provided in this Agreement

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

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

6. Service descriptions

6.1. In Home Care Services:

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

6.1.2. The Contractor shall assure that services are:

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

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

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

6.1.3.1. Light housekeeping tasks:

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

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

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

6.1.6. Maintaining a safe home environment,

6.1.7. Rearranging lightweight furniture,

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

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

6.1.10. Providing and encouraging socialization for individuals

6.1.11. Assistance with personal care shall include the following activities:

6.1.11.1. bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;



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

-
- 6.1.11.2. dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 6.1.11.3. toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 6.1.11.4. taking his/her medication(s) and Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle;
 - 6.1.11.5. Placing the medicine container within reach; and/or
 - 6.1.11.6. Opening the container
 - 6.1.11.7. eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication;
 - 6.1.11.8. assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 6.1.12. In Home Care Services staff shall develop a person-centered plan for services in accordance with NH Administrative Rule He-E 501.21.
- 6.1.13. In Home Care Services staff will evaluate the individual's safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 6.1.14. In Home Care Services staff shall work with the Adult Protective Services Social Workers on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff discuss the client's functional status and any recommendations for changes in service provision.
- 6.2. In Home Health Aide Level of Care Services:
- 6.2.1. The Contractor shall provide Home Health Aide Services as follows:
 - 6.2.1.1. by individuals employed by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809,
 - 6.2.1.2. receiving referrals from an individual's health care provider(s),
 - 6.2.1.3. performing evaluations of individuals' medical needs,
 - 6.2.1.4. developing service plans and incorporating this information into the individuals' person-centered plans of care, and
 - 6.2.1.5. providing hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 6.2.1.6. accompanying an individual being transported to/from his/her home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 6.2.1.7. Home health aide services shall not be covered when they are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 6.3. In Home Nursing Level of Care Services.
- 6.3.1. The Contractor shall provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 6.3.2. Nursing services shall be covered when provided by a licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the Nurse Practice Act, RSA 326-B.
 - 6.3.3. The following nursing services shall be covered based on the individual's need:



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

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

7. Service Compliance Requirements

7.1. Access to Services

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



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

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

7.2. Client Application/Request for Services

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

7.3. Client Eligibility

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

7.3.2. Eligibility determination

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

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

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

7.3.3. Redetermination of Service Eligibility.

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

7.3.4. Termination of Services.

Services shall be terminated when:

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

7.3.5. Service Authorizations for Eligible Clients.

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

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

Bureau of Data Management
129 Pleasant Street
Concord, NH 03301



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

7.4. Client Assessments

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

7.5. Person centered provision of services

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

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

7.6. Staffing

The Contractor agrees to adhere to the following staffing requirements:

- 7.6.1. Provide sufficient staff to perform all tasks specified in this Agreement. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 7.6.2. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions. This includes keeping up-to-date personnel and training records and documentation of all individuals requiring licenses and/or certifications. The Contractor shall develop a Staffing Contingency Plan and shall submit its written Staffing Contingency Plan to DHHS within thirty days of approval of the Contract Agreement. The plan shall include but not be limited to:
 - 7.6.3. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 7.6.4. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 7.6.5. A description of time frames necessary for obtaining staff replacements;
 - 7.6.6. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
 - 7.6.7. The method of bringing staff replacements/additions up-to-date regarding this Agreement.



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

7.7. Service Delivery Verification

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

1) Eligibility:

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

2) Quality and Appropriateness:

- a) Plans of Care: the number and percent of individuals' plans of care where the plans contain evidence of person-centered planning;
- i) The number and percent of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s); The number and percent of individuals for whom a report to Adult Protective Services was made.
- b) Experience: The number and percent of individuals surveyed (via telephone, mail, e-mail, or face-to-face) who report their experiences with their services and providers have been satisfactory or better.
- c) The contractor will indicate the reasons why:
- i) For home delivered meals, applicants' plans of care did not include evidence of person-centered planning;
 - ii) Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
 - iii) Applicants were referred to Adult Protective Services; and
 - iv) The number and percent of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.
- d) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.

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

4) Service Delivery

- a) The number of open cases at the end of each reporting period, and
- i) The number and percent of days individuals did not receive a planned service(s) due to the service(s) not being available due to inadequate staffing or other related provider issue or due to lack of transportation, etc.
- b) The Contractor will indicate the reasons applicants did not receive their planned services.
- c) The Contractor will describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

7.8. Reporting Requirements:

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

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



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

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

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

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

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

For Adult Day Program Services:

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

7.9. Client Fees and Donations

7.9.1. Title III Services

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

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

7.9.2. Title XX Services

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

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

7.9.3. Adult Protective Services

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



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

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

7.10. Adult Protective Services

The Contractor will report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client in need of protective services. The Contractor shall follow the plan of care established by the APS social worker. The contractor is expected to inform the referring APS staff of any changes in the individual's situation or other concerns, and the APS staffs are expected to inform the contractor of any information that may affect service provision.

7.11. E-Studio Electronic Information System

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

7.12. Criminal Background and Adult Protective Service Registry Checks

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

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

7.13. Grievance and Appeals

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

- a) Client name,
- b) type of service,
- c) date of written grievance,
- d) nature/subject of the grievance,



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

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

7.14. Privacy and Security of Client Information

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

7.15. Culturally and Linguistically Appropriate Standards of Care

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

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

7.16. Wait Lists

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

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



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

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

7.17. Notice of Failure to meet Service Obligations

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

7.18. Transition Process

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

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

7.19. Compliance with Laws and Regulations



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

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

7.20. Contract Monitoring

The Contractor shall:

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

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

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

7.21. Financial Integrity Maintenance

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

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

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

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

7.21.4. Risk Assessment Process:

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

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

7.21.5. Weighted Average: The process for the scoring is

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

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



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

Table A - Risk Analysis Assessment Ratios Matrix

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



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

Table A - Risk Analysis Assessment Ratios Matrix

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



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

Table A - Risk Analysis Assessment Ratios Matrix

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



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

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

7.22. Agreement Elements

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