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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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October 10, 2016

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Bureau of Elderly and Adult Services, to enter into an agreement with VNA at HCS (Vendor #177274), 312 Marlboro Street, Keene, New Hampshire 03431, for the provision of Adult Day Services to adults ages sixty (60) or older, and adults ages 18 and older with chronic illnesses and/or disabilities in an amount not to exceed \$268,250 effective upon Governor and Executive Council approval through September 30, 2018. 40% Federal Funds and 60% General Funds.

Funds to support this request are available in the following accounts in State Fiscal Year 2017 and anticipated to be available in State Fiscal Years 2018 and 2019 upon availability and continued appropriation of funds in future operating budgets, with the authority to adjust encumbrances between state fiscal years through the Budget Office without Governor and Executive Council approval, if needed and justified.

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING, GRANTS (40% Federal Funds; 60% General Funds)

| Fiscal Year | Class | Activity Code | Class Title | Amount |
|------------------|-------|---------------|--------------------------------|---------------------|
| 2017 | 540 | 500382 | Contracts for Program Services | \$45,131.25 |
| 2018 | 540 | 500382 | Contracts for Program Services | \$60,175.00 |
| 2019 | 540 | 500382 | Contracts for Program Services | \$15,043.75 |
| <i>Subtotal:</i> | | | | \$120,350.00 |

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (40% Federal Funds; 60% General Funds)

| Fiscal Year | Class | Activity Code | Class Title | Budget |
|------------------|-------|---------------|--------------------------------|---------------------|
| SFY 2017 | 566 | 500918 | Contracts for Program Services | \$55,462.50 |
| SFY 2018 | 566 | 500918 | Contracts for Program Services | \$73,950.00 |
| SFY 2019 | 566 | 500918 | Contracts for Program Services | \$18,487.50 |
| <i>Subtotal:</i> | | | | \$147,900.00 |
| Total: | | | | \$268,250.00 |

EXPLANATION

The purpose of the agreement is for the licensed organization to provide Adult Day Program Services in accordance with the Older American Act, Title III Services and Title XX Social Services Block Grant Programs, to eligible individuals, age sixty (60) and older, and to adults ages eighteen (18) and older with chronic illnesses and/or disabilities. Eligible adults are those who reside in independent living settings and are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or individuals who are receiving the same or similar services through the Veterans' Administration.

The selected vendor will provide Adult Day Services to assist eligible adults ages eighteen to fifty-nine (18-59) with a physical disability(ies) and/or chronic illness and to adults ages sixty (60) and older, to live as independently as possible, safely and with dignity. Services shall be provided for less than twelve (12) hours per day, and include supervision; assistance with activities of daily living; nursing care; rehabilitation; nutrition and recreational, social, cognitive or physical stimulation. Services also include monitoring of the individual's condition; counseling, as appropriate, on nutrition, hygiene or other related matters; referrals, as appropriate, to other services and resources that could assist the individual including any necessary follow up; as well as assistance and support to caregiving families.

A Request for Application was posted on the Department's website on July 6, 2016; four (4) applications were received. A team of individuals with extensive program knowledge reviewed the applications. This agreement is the last of four (4) vendors selected. An agreement with Easter Seals New Hampshire is anticipated to be heard at the October 26th Governor and Executive Council Meeting. Agreements with Area Agency of Greater Nashua, Inc., DBA Gateways Community Services and The Homemaker Health Services are anticipated to be heard at the November 16th Governor and Executive Council Meeting. The Department may receive additional applications as the Request for Application remains open until program services are met. Score sheet attached.

The agreement contains language allowing the Department the right to renew the contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of contracted services and approval by Governor and Executive Council.

Should the Governor and Executive Council not approve this request, Adult Day Services to eligible adults age sixty (60) and older in the southwestern part of the State may be eliminated which may jeopardize their ability to remain in their homes and communities. It may also result in increased numbers of individuals needing more costly long-term care services in traditional nursing homes or community based care programs.

Areas to be served: Cheshire, Hillsborough and Sullivan Counties

Source of Funds:

40% Federal Funds from the United States Department of Health and Human Services, Administration for Community Living, Title III Older Americans Act, Catalog of Federal Domestic Assistance (CFDA) #93.044, Federal Award Identification #17AANHT3SS and Title XX Social Services Block Grant, Catalog of Federal Domestic Assistance (CFDA) #93.667 Social Services Block Grant, Federal Award Identification #1701NHSOSR.

60% 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,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner



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

Adult Day Program Services

RFA Name

RFA-2017-BEAS-03-ADULT

RFA Number

Bidder Name

1. Easter Seals, New Hampshire, Inc.

2. The Homemakers Health Services

3. Gateways Community Services

4. VNA at HCS

5. _____

6. _____

7. _____

| Pass/Fail | Maximum Points | Actual Points |
|-----------|----------------|---------------|
| | 150 | 147 |
| | 150 | 143 |
| | 150 | 149 |
| | 150 | 120 |
| | 150 | 0 |
| | 150 | 0 |
| | 150 | 0 |

Reviewer Names

1. Margaret Morrill, Program Specialist III

2. Jean Crouch, Supervisor VII

3. Tracey Tarr, Administrator II

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Subject: Adult Day Program Services (RFA-2017-BEAS-03-ADULT)

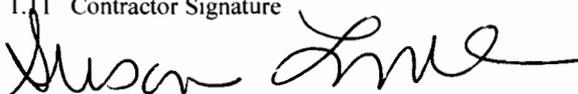
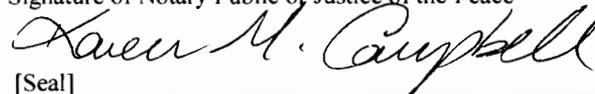
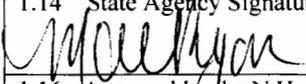
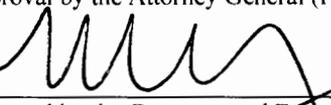
Notice: This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

| | | | |
|---|--|---|-----------------------------------|
| 1.1 State Agency Name Department of Health and Human Services Bureau of Elderly and Adult 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 05-95-48-481010-78720000 05-95-48-481010-92550000 | 1.7 Completion Date September 30, 2018 | 1.8 Price Limitation \$268,250 |
| 1.9 Contracting Officer for State Agency Eric D. Borrin, Director | | 1.10 State Agency Telephone Number 603-271-9558 | |
| 1.11 Contractor Signature  | | 1.12 Name and Title of Contractor Signatory Susan Lowe, CFO | |
| 1.13 Acknowledgement: State of NH, County of Cheshire On 10/7/2016 , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12. | | | |
| 1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] | | | |
| 1.13.2 Name and Title of Notary or Justice of the Peace Karen M. Campbell, Notary | | | |
| 1.14 State Agency Signature  | | 1.15 Name and Title of State Agency Signatory Maureen Ryan Director, Office of Human Services | |
| 1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____ | | | |
| 1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: Megan A. Yoder - Attorney 10/20/16 | | | |
| 1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____ | | | |

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor will submit a detailed description of the language assistance services they will provide to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. Services shall be provided in southwestern New Hampshire, including all of Cheshire County and portions of Hillsborough and Sullivan Counties.
- 1.4. Hours of operation shall be Monday through Friday, 8:00 am to 4:30 pm.

2. Scope of Work

2.1. Population

- 2.1.1. The Contractor shall provide services in this contract to assist eligible individuals live as independently as possible, safely and with dignity.
- 2.1.2. The Contractor shall provide services for individuals who:
 - 2.1.2.1. Are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, who are eligible for other NH Medicaid services; or
 - 2.1.2.2. Are receiving the same or similar services through the Veterans' Administration.
- 2.1.3. The Contractor shall provide services to individuals who reside in independent living settings and who meet the eligibility criteria as follows:
 - 2.1.3.1. Title III
 - 2.1.3.1.1. Individuals who are age 60 and older and with the most economic or social need as described in:
 - 2.1.3.1.1.1. Older Americans Act of 1965, as amended through P.L. 114-144, Enacted April 19, 2006 (see attached link: http://www.aoa.gov/AoA_programs/OAA/oa_full.asp#_Toc153957659), and
 - 2.1.3.1.1.2. NH Administrative Rule He-E 502 (see attached link: http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html).
 - 2.1.3.1.2. Title XX 42 USC §1397 et seq.
 - 2.1.3.2.1. Individuals who are age 60 and older or ages 18-59 who have a chronic illness or disability, and a maximum monthly income of \$1,214 for calendar year 2016 as described in:
 - 2.1.3.2.1.1. The Social Services Block Grant (Title XX) (see attached link: <http://www.acf.hhs.gov/programs/ocs/programs/ssbg/about>), and
 - 2.1.3.2.1.2. NH Administrative Rule He-E 501 (see attached link: http://www.gencourt.state.nh.us/rules/state_agencies/he-e.html).



Exhibit A

2.2. Service Descriptions

- 2.2.1. The Contractor shall be a licensed entity in New Hampshire in a fixed physical location and shall include the provision of one or more of the following services for fewer than (twelve) 12 hours a day to participants 18 years of age and older, based on an individual's needs:
- 2.2.1.1. Supervision;
 - 2.2.1.2. Assistance with activities of daily living;
 - 2.2.1.3. Nursing care rehabilitation;
 - 2.2.1.4. Recreational, social, cognitive, physical stimulation activities or nutrition services;
 - 2.2.1.5. Monitoring of the individual's condition and counseling as appropriate on nutrition, hygiene or other related matters;
 - 2.2.1.6. Referrals, as appropriate, to other services and resources that could assist the individual including any necessary follow up;
 - 2.2.1.7. Assistance and support to caregiving families; and
 - 2.2.1.8. Developing a person-centered plan for each individual in accordance with NH Administrative Rules He-E 501 and He-E 502.

2.3. Client Access to Services

- 2.3.1. The Contractor shall provide services described in this agreement to eligible clients that apply for or request services, or are referred by Adult Protective Services (APS):
- 2.3.1.1. Client directly applies for or requests services:
 - 2.3.1.1.1. The Contractor shall determine eligibility for these services in accordance with the rules and requirements of the Title III and Title XX Programs.
 - 2.3.1.2. Client is referred by Adult Protection Services (APS):
 - 2.3.1.2.1. In the event that an individual has been referred by APS, the Contractor shall not take an application, determine or re-determine the individual's eligibility or issue eligibility notifications, in accordance with NH Administrative Rules He-E 501 and 502.

2.4. Client Application/Request for Services

- 2.4.1. The Contractor shall complete an intake and application for services, in accordance with NH Administrative Rules He-E 501 and He-E 502.
- 2.4.1.1. When determining eligibility pursuant to NH Administrative Rule He-E 501 (Title XX), the Contractor shall use the Department's Form 3000 Application.
 - 2.4.1.2. For applications pursuant to NH Administrative Rule He-E 502 (Title III), the Contractor shall review requests for services and determine eligibility.

2.5. Client Eligibility

- 2.5.1. The Contractor shall submit its policies and procedures for client eligibility determination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.
- 2.5.2. The Contractor shall determine eligibility for services and shall be in compliance with the New Hampshire Administrative Rules He-E 501 and He-E 502 regarding eligibility



Exhibit A

determination, notice of eligibility and the individual's period of eligibility as applicable as follows:

- 2.5.2.1. Notice of Eligibility:
 - 2.5.2.1.1. The Contractor shall provide written notice of eligibility within forty five (45) days from the date eligibility was determined, indicate what services are to be provided and at what frequency, and indicate the beginning and end dates for the individual's period of eligibility.
 - 2.5.2.1.2. If the client is determined not eligible for service(s), the notice of denial shall include:
 - 2.5.2.1.2.1. The reason(s) for denial;
 - 2.5.2.1.2.2. A statement regarding the right of the individual or his/her authorized representative to request an informal resolution or appeal of the eligibility determination decision; and
 - 2.5.2.1.2.3. Contact information for requesting an appeal.
- 2.5.2.2. Redetermination of Service Eligibility:
 - 2.5.2.2.1. The Contractor shall submit its policies and procedures for client eligibility redetermination for services to the Department for review and approval, within thirty (30) days of the start of each State Fiscal Year.
- 2.5.2.3. Termination of Services:
 - 2.5.2.3.1. Services shall be terminated when:
 - 2.5.2.3.1.1. The individual or his/her authorized representative requests that the services be terminated;
 - 2.5.2.3.1.2. The individual no longer meets the eligibility requirements for services;
 - 2.5.2.3.1.3. Funding by the State for the service(s) is no longer available;
 - 2.5.2.3.1.4. The individual did not reapply for services as required by program rules;
 - 2.5.2.3.1.5. The individual has been admitted to a nursing home or residential care facility; or
 - 2.5.2.3.1.6. The individual is deceased.
- 2.5.2.4. Service Authorizations for Title XX Eligible Clients:
 - 2.5.2.4.1. Once the client has been determined eligible to receive Title XX services, the Contractor shall submit a service authorization form to the Department in order to facilitate payment for serving eligible clients.
 - 2.5.2.4.2. 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:
 - Department of Health and Human Services
 - Data Management Unit
 - 129 Pleasant Street
 - Concord, NH 03301



Exhibit A

2.6. Client Assessments

- 2.6.1. 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 Rules He-E 501 and He-E 502.

2.7. Person Centered Provision of Services

- 2.7.1. The Contractor shall incorporate policies and staff-client interactions into its agency's functions, as well as incorporate the following Guiding Principles for Person-Centered Planning Philosophy in the provision of all services in this Agreement:
- 2.7.1.1. Individuals and families are invited, welcomed and supported as full participants in service planning and decision making.
 - 2.7.1.2. Individual's wishes, values and beliefs are considered and respected.
 - 2.7.1.3. Individual is listened to; needs and concerns are addressed.
 - 2.7.1.4. Individual receives the information he/she needs to make informed decisions.
 - 2.7.1.5. Planning is responsive to the individual. His or her preferences drive the planning process although the decision-making process may need to be accelerated to respond to emergencies.
 - 2.7.1.6. Services are designed, scheduled and delivered to best meet the needs and preferences of the individual.
 - 2.7.1.7. The system is committed to excellence and quality improvement.
 - 2.7.1.8. Individual rights are affirmed and protected.
 - 2.7.1.9. Individuals are protected from exploitation, abuse and neglect.
 - 2.7.1.10. The service system is accessible, responsive and accountable to the individual.
 - 2.7.1.11. Person-centered planning may be incorporated into existing service plans or documents already being used by the Contractor.

3. Staffing

- 3.1. The Contractor shall adhere to the following staffing requirements:
- 3.1.1. Maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
 - 3.1.2. 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.
 - 3.1.3. Develop and submit a Staffing Contingency Plan in writing to the Department within thirty (30) days of approval of the Contract Agreement. The plan shall include but not be limited to:
 - 3.1.3.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
 - 3.1.3.2. A description of how additional staff resources will be allocated to support this Agreement in the event of inability to meet any performance standard;
 - 3.1.3.3. A description of time frames necessary for obtaining staff replacements;
 - 3.1.3.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
 - 3.1.3.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.



Exhibit A

4. Reporting

4.1. Reporting Requirements

- 4.1.1. The Contractor shall complete and submit quarterly reports which will be a pre-defined electronic form supplied by the Department. The report must be submitted by the 15th of the month following the quarter end date. The data will include, but not be limited to the following:
- 4.1.1.1. Expenses by program service provided. Service is defined as Adult Day Program Services.
 - 4.1.1.2. Revenue by program service provided, by funding source;
 - 4.1.1.3. Actual Units served by program service provided, by funding source;
 - 4.1.1.4. Number of unduplicated clients served by service provided, by funding source;
 - 4.1.1.5. Number of Title III and Title XX clients served with non-Department funds;
 - 4.1.1.6. Unmet need/waiting list; and,
 - 4.1.1.7. Lengths of time clients are on a waiting list.

4.2. Service Delivery Verification

- 4.2.1. The Contractor shall submit Service Delivery Verification reports to BEAS Finance for the following required performance measures for each service identified in Section 2.2, Service Descriptions:
- 4.2.1.1. Eligibility:
- 4.2.1.1.1. The number of applications/service requests and the number and percentage of applicants found eligible for each service;
 - 4.2.1.1.2. The number and percentage of applicants found ineligible for each service including the reason(s) applicants were found ineligible.
- 4.2.1.2. Quality and Appropriateness:
- 4.2.1.2.1. Plans of Care:
- 4.2.1.2.1.1. The number and percentage of individuals' plans of care in which the plans contain evidence of person-centered planning;
 - 4.2.1.2.1.2. The number and percentage of individuals who have experienced a safety-related incident or accident which occurs during times of face-to-face contact with the client(s);
 - 4.2.1.2.1.3. The number and percentage of individuals for whom a report to Adult Protective Services was made.
- 4.2.1.3. Experience:
- 4.2.1.3.1. The number and percentage 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.
 - 4.2.1.3.2. The Contractor shall indicate the reasons why:
 - 4.2.1.3.2.1. Applicants experienced safety-related incidents which occurs during times of face-to-face contact with the client(s);
 - 4.2.1.3.2.2. Applicants were referred to Adult Protective Services; and
 - 4.2.1.3.2.3. The number and percentage of individuals surveyed who reported their experiences with their services and providers were not satisfactory or better.



Exhibit A

- 4.2.1.3.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about the quality and appropriateness of care.
- 4.2.1.3.4. The Contractor shall 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).
- 4.2.1.4. Service Delivery:
 - 4.2.1.4.1. The number of open cases at the end of each reporting period and the number and percentage of days individuals did not receive a planned service(s).
 - 4.2.1.4.2. The Contractor shall indicate the reasons applicant(s) did not receive planned services.
 - 4.2.1.4.3. The Contractor shall describe the quality improvement activity(ies) to be initiated to address identified concerns about service delivery.

5. Client Fees and Donations

5.1. Title III Services

- 5.1.1. With the exception of Subsection 5.3.1. of this agreement below, 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 he/she is unable or unwilling to donate. The Contractor is not permitted to invoice clients or family members.
- 5.1.2. The Contractor shall report the total amount of collected donations on the quarterly report sent to BEAS Finance.

5.2. 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. Additionally, 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.

- 5.2.1. The Contractor providing Title XX services may charge fees to clients referred by APS staff for which reports of abuse, neglect, self-neglect and/or exploitation has 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.

5.3. Adult Protection Services (APS)

Under RSA 161-F: 42 et seq. (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-42.htm>), 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 NH Administrative Rule He-E 700 (http://www.gencourt.state.nh.us/rules/state_agencies/he-e700.html), the Contractor agrees that the payment received from the Department for the specified services is payment in full for



Exhibit A

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.

- 5.3.1. The Contractor, providing Title III and/or Title XX services, may not charge fees or ask for donations from clients referred by the Department's Adult Protection Services (APS) program as long as these individuals remain active recipients of Adult Protective Services as verified by Adult Protection Services staff.

6. Adult Protection Services (APS)

- 6.1. The Contractor shall report suspected abuse, neglect, self-neglect and/or exploitation of incapacitated adults as required by RSA 161-F: 46 of the Adult Protection law (<http://www.gencourt.state.nh.us/rsa/html/XII/161-F/161-F-46.htm>).
- 6.2. The Contractor shall make a good faith effort to assure the provision of some level of services to those persons who the Department refers to the contracted agency and identifies the client is in need of protective services.
- 6.3. The Contractor shall follow the plan of care established by the APS social worker.
- 6.4. The Contractor shall inform the referring APS staff of any changes in the individual's situation or other concerns, and APS staff is expected to inform the Contractor of any information that may affect service provision.

7. E-Studio Electronic Information System

- 7.1. The Contractor shall be required to use the Department's 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.
- 7.2. The Contractor shall identify all of the key personnel who will require E-Studio accounts to ensure that information from the Department can be shared with the necessary agency staff. There is no cost to the Contractor for the Department to create an E-Studio account and no limit on the number of staff an agency identifies to have access to E-Studio.
- 7.3. The Contractor shall ensure their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

8. Criminal Background and Adult Protection Service Registry Checks

- 8.1. 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 prior to providing services; in accordance with the requirement of RSA 161-F: 49 (<http://gencourt.state.nh.us/rsa/html/XII/161-F/161-F-49.htm>).
- 8.2. The Contractor shall conduct a New Hampshire Criminal Records background check on all agency staff as well as prospective employees or volunteers, funded under this contract that may have client contact.

9. Grievance and Appeals

- 9.1. The Contractor shall maintain a system for tracking, resolving and reporting client complaints regarding its services, processes, procedures and staff.
- 9.2. The Contractor shall develop a grievance process. Any grievances filed are to be available to the Department upon request. At a minimum, the process shall include the following:
 - 9.2.1. Client name,
 - 9.2.2. Type of service,



Exhibit A

- 9.2.3. Date of written grievance,
- 9.2.4. Nature/subject of the grievance,
- 9.2.5. Who in the agency reconsiders agency decisions, and
- 9.2.6. The types of issues that can be addressed in the grievance process and how clients are informed of their right to appeal or file grievances.

10. Culturally and Linguistically Appropriate Standards of Care

- 10.1. The Contractor shall ensure equal access to quality services under this agreement by providing culturally and linguistically appropriate services according to the following guidelines:
 - 10.1.1. Assess the ethnic/cultural needs, resources and assets of their community.
 - 10.1.2. Promote the knowledge and skills necessary for staff to work effectively with clients with respect to their culturally and linguistically diverse environment or to those with disabilities.
 - 10.1.3. When feasible and appropriate, provide clients with minimal English skills with interpretation services.
 - 10.1.4. 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.
 - 10.1.5. 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.

11. Wait Lists

- 11.1. The Contractor shall provide all services covered under this agreement to the extent that funds, staff and/or resources for this purpose are available.
- 11.2. The Contractor shall maintain a wait list in accordance with NH Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services. The wait list shall include at a minimum:
 - 11.2.1. The individual's full name and date of birth;
 - 11.2.2. The name of the service being requested;
 - 11.2.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or the Department;
 - 11.2.4. The target date of implementing the services based on the communication between the individual and the Department/contractor;
 - 11.2.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services;
 - 11.2.6. The individual's assigned priority on the wait list, determined in accordance with Sub-section 11.3. below;
 - 11.2.7. A brief description of the individual's circumstances and the services he or she needs.
- 11.3. The Contractor shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 11.3.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 11.3.2. Declining mental or physical health of the caregiver;
 - 11.3.3. Declining mental or physical health of the individual;
 - 11.3.4. Individual has no respite services while living with a caregiver; and
 - 11.3.5. Length of time on the wait list.
 - 11.3.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.



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- 11.3.7. 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.
- 11.3.8. Individuals with adult protective needs in accordance with RSA 161-F: 42-57 shall be exempt from the wait list.

- 11.4. When an individual is placed on the wait list, the Contractor shall notify the individual in writing.
- 11.5. The Contractor shall maintain the wait list for the duration of the contract period and make it available to the Department upon request.

12. Notice of Failure to Meet Service Obligations

- 12.1. In the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date, the Contractor shall provide written notice of such inability at least ninety (90) days prior and shall mail it to:

Bureau Director
Bureau of Elderly and Adult Services
129 Pleasant Street
Concord, NH 03301

- 12.1.1. Examples of failure to meet service obligations may include, but not limited to:
 - 12.1.1.1. Reducing hours of operation
 - 12.1.1.2. Changing a geographic service area
 - 12.1.1.3. Closing or opening a site
- 12.1.2. The written notification shall include the following:
 - 12.1.2.1. Reason(s) for the inability to deliver services;
 - 12.1.2.2. How service recipients and the community will be impacted;
 - 12.1.2.3. How service recipients and the community will be notified; and
 - 12.1.2.4. A plan to transition clients into other services or refer the clients to other agencies.
- 12.1.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:
 - 12.1.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract;
 - 12.1.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State;
 - 12.1.3.3. The Contractor terminates a service or services for any reason;
 - 12.1.3.4. The Contractor cannot carry out all or a portion of the services terms or conditions outlined in the contract or sub-contracts.

13. Transition Process

- 13.1. The Contractor shall have a transition process for clients in the event that they may be transitioned between the Department's contracted providers.
- 13.2. The Contractor shall submit a written transition process to the Department within thirty (30) days of approval of the Contract Agreement. The process shall ensure:
 - 13.2.1. Uninterrupted delivery of services to clients;
 - 13.2.2. A method of notifying clients and/or the community about the transition. A staff member shall be available to address questions about the transition.



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14. Compliance with Laws and Regulations

14.1. The Contractor shall be licensed in accordance with RSA 151:2 (f) (<http://law.justia.com/codes/new-hampshire/2010/titlexi/chapter151/section151-2/>), and as governed by NH Administrative Rule He-P 818 (<http://www.dhhs.nh.gov/oos/bhfa/documents/he-p818.pdf>). Additionally, the Contractor shall provide services in accordance with NH Administrative Rules He-E 501 and He-E 502.

14.2. The Contractor shall provide services and administration of the program 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.



Exhibit B

Method and Conditions Precedent to Payment

1. This contract is funded with funds from the Catalog of Federal Domestic Assistance (CFDA) #93.044, Administration on Aging, Special Programs for the aging – Title IIIB and #93.667 US Department of Health and Human Services, Social Services Block Grant – Title XX, in providing services pursuant to Exhibit A, Scope of Services. The contractor agrees to provide the services in Exhibit A, Scope of Services in compliance with funding requirements.
2. The State shall pay the Contractor an amount not to exceed the Price Limitation on Form P-37, Block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
3. Payment for expenses shall be on a cost reimbursement basis only for actual expenditures. Expenditures shall be in accordance with the rate of seven dollars and twenty-five cents (\$7.25) per unit, per client, not to exceed twelve (12) hours per day.
4. Payments for Title III funding shall not exceed sixteen thousand, six hundred (16,600) units.
5. Payments for Title XX funding shall not exceed twenty thousand, four hundred (20,400) units.
6. Payment for services shall be made as follows:
 - 6.1. The Contractor must submit monthly invoices by the 15th of the month in accordance with procedure and instructions established by the Department for reimbursement for services specified in Exhibit A, Scope of Services. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice for Contractor services provided pursuant to this Agreement.
 - 6.2. The invoices must;
 - 6.2.1. Clearly identify the amount requested and the services performed during that period.
 - 6.2.2. Include a detailed account of the services provided to include: individual in receipt of services, number of units and funding source attributable to the services.
 - 6.3. Invoices described in Exhibit B, Method and Conditions Precedent to Payment; Sections 6.1 and 6.2., and reports identified in Exhibit A, Scope of Services; Section 4, Reporting, must be submitted to:

Department of Health and Human Services
Data Management Unit
129 Pleasant Street
PO Box 2000
Concord, NH 03301
7. Payments may be withheld pending receipt of required reports or documentation as identified in Exhibit A.
8. A final payment request shall be submitted no later than forty (40) days after the Contract ends. Failure to submit the invoice and accompanying documentation could result in nonpayment.
9. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule or regulation applicable to the services provided, or if said services have not been completed in accordance with the terms and conditions of this Agreement.

[Handwritten Signature]
10/2/16



SPECIAL PROVISIONS

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

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

[Handwritten Signature]
Date 10/7/14



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

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

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



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

11. **Reports:** Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.
 - 11.1. Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
 - 11.2. Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services:** Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
 - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



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

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

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

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

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

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

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

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

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



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

SS
10/7/16



REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
 4. **CONDITIONAL NATURE OF AGREEMENT.**

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

[Handwritten Signature]
10/7/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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

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

312 Marlboro St., Keene, NH 03431

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

Contractor Name: VNA at HCS, Inc.

10/7/16
Date


Name: Susan Lowe
Title: CFO

Contractor Initials 
Date 10/7/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

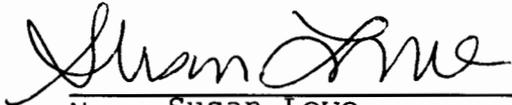
The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

Contractor Name: VNA at HCS, Inc.

10/7/10
Date


Name: Susan Lowe
Title: CFO

Contractor Initials SL
Date 10/7/10



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

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

INSTRUCTIONS FOR CERTIFICATION

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

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

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

PRIMARY COVERED TRANSACTIONS

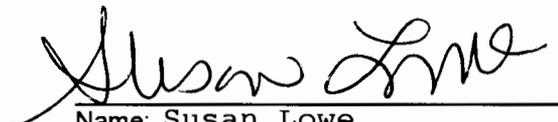
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: VNA at HCS, Inc.

10/7/16
Date


Name: Susan Lowe
Title: CFO

Contractor Initials 
Date 10/7/16



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

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

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

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

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

Exhibit G

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

Contractor Initials

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Date

10/7/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: VNA at HCS, Inc.

10/7/16
Date

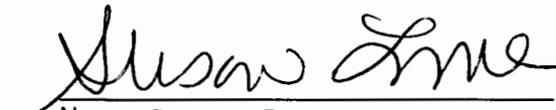

Name: Susan Lowe
Title: CFO

Exhibit G

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

Contractor Initials



Date

10/7/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: VNA at HCS, Inc.

10/7/10
Date

Susan Lowe
Name: Susan Lowe
Title: CFO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

10/7/16
Handwritten signature in black ink.



Exhibit I

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

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

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

JS
10/7/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

10/7/16



Exhibit I

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

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

JX

10/7/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

| | |
|---|---|
| <p>_____ The State</p> <p><i>Maureen Ryan</i> _____ Signature of Authorized Representative</p> <p><i>Maureen Ryan</i> _____ Name of Authorized Representative</p> <p><i>Director, Office of Human Services</i> _____ Title of Authorized Representative</p> <p><i>10/11/16</i> _____ Date</p> | <p>VNA at HCS, Inc. _____ Name of the Contractor</p> <p><i>Susan Lowe</i> _____ Signature of Authorized Representative</p> <p>Susan Lowe _____ Name of Authorized Representative</p> <p>CFO _____ Title of Authorized Representative</p> <p><i>10/7/16</i> _____ Date</p> |
|---|---|

Contractor Initials *SL*

Date *10/7/16*



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

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

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

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

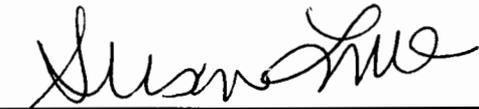
Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

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

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

Contractor Name: VNA at HCS, Inc.

10/7/16
Date


Name: Susan Lowe
Title: CFO

Contractor Initials 
Date 10/7/16



FORM A

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

1. The DUNS number for your entity is: 789867421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO _____ YES

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

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

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

_____ NO _____ YES

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

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

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

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

State of New Hampshire Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire nonprofit corporation formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 2nd day of September A.D. 2016

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

William M. Gardner
Secretary of State

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract of an electronic vote of the Board of Directors of VNA at HCS, Inc. on October 6, 2016, at which a quorum was polled:

“On motion duly made and seconded, it was voted to authorize the CFO 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 Susan Lowe is the duly elected CFO of this corporation and is still qualified and serving in such capacity.

October 7, 2016
Date



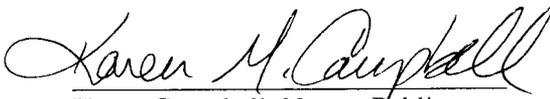
Betsy Cotter
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On October 6, 2016, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

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



Karen Campbell, Notary Public

My commission expires:

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/29/2016

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

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

| | |
|--|--|
| PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043 | CONTACT NAME: Nancy Wallace, AINS PHONE (A/C, No, Ext): (207) 985-2941 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com FAX (A/C, No): (207) 985-3122 |
| | INSURER(S) AFFORDING COVERAGE INSURER A : Philadelphia Indemnity INSURER B : Atlantic Charter Insurance Company INSURER C : INSURER D : INSURER E : INSURER F : |

COVERAGES **CERTIFICATE NUMBER** Master 2016/2017 **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|------------|----------------------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Employee Benefits Claims made GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER: | | | PBPK1437277 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits \$ 3,000,000 |
| | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS \$500 ded comp \$1000 coll | | | PBPK1437288 | 1/4/2016 | 1/4/2017 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist \$ 1,000,000 |
| A | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000 | | | PBUB526197 | 1/4/2016 | 1/4/2017 | EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below | | Y/N N/A | WCA00539804 | 7/1/2016 | 7/1/2017 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Professional Crime | | | PBPK1437277 PBPK1437277 | 1/4/2016 1/4/2016 | 1/4/2017 1/4/2017 | Limit of Liability \$1,000,000 \$5,000 Ded. \$500,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Package Policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written contract between the Named Insured and the Certificate Holder that requires such status, and only with regard to work performed on behalf of the named insured.

| | |
|---|---|
| CERTIFICATE HOLDER NH Department of Health and Human Services BEAS 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 Danny Edgecomb/NW |

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

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

VALUES AND MISSION STATEMENT

Because we value:

- ▶ **The worth and dignity of all people and their right to privacy**
- ▶ **The right of people to make informed choices**
- ▶ **A creative, holistic approach to individuals' and families' needs**
- ▶ **Health and wellness throughout life**
- ▶ **Access to health care and support services to encourage maximum independence**
- ▶ **A commitment by all staff to acquire and share knowledge through education and research**
- ▶ **Continuous self and agency improvement to meet the changing needs of individuals and our communities**
- ▶ **Collaboration with other providers**

Our mission is:

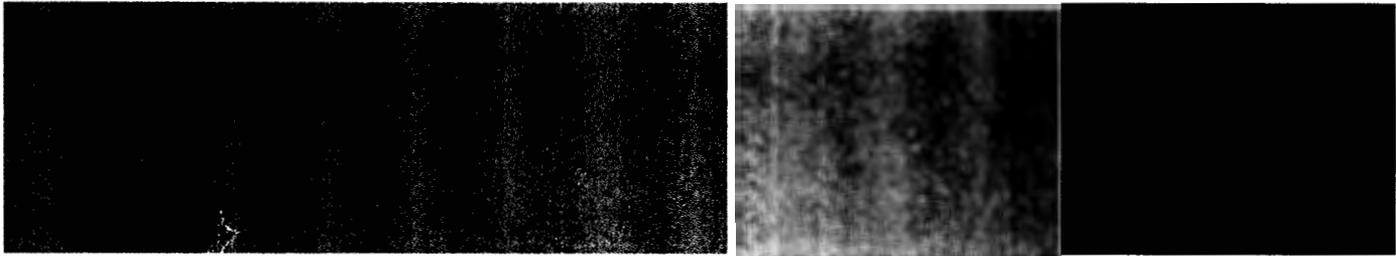
To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

Adopted by Board: September 4, 1997
Reaffirmed by Board: September 2, 2010

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



VINA AI HCS, INC.

FINANCIAL STATEMENTS

June 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
VNA at HCS, Inc.

We have audited the accompanying financial statements of VNA at HCS, Inc., which comprise the balance sheet as of June 30, 2015, and the related statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of VNA at HCS, Inc. as of June 30, 2015, and the results of its operations, changes in its net assets and its cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of June 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated September 22, 2014, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
November 5, 2015

VNA AT HCS, INC.

Balance Sheets

June 30, 2015 and 2014

ASSETS

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|---------------------|
| Current assets | | |
| Cash and cash equivalents | \$ 557,502 | \$ 661,607 |
| Patient accounts receivable, less allowance for uncollectible accounts of \$332,144 and \$357,315 in 2015 and 2014, respectively | 2,719,167 | 2,939,096 |
| Other receivables | 481,598 | 415,210 |
| Prepaid expenses | 27,061 | 23,127 |
| Due from affiliates | <u>4,355,625</u> | <u>4,918,954</u> |
| Total current assets | 8,140,953 | 8,957,994 |
| Assets limited as to use | 25,489 | 45,114 |
| Property and equipment, net | <u>256,438</u> | <u>355,312</u> |
| Total assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

LIABILITIES AND NET ASSETS

| | | |
|---------------------------------------|---------------------|---------------------|
| Current liabilities | | |
| Accounts payable and accrued expenses | \$ 189,172 | \$ 201,660 |
| Accrued payroll and related expenses | 764,341 | 727,805 |
| Deferred revenue | <u>588,360</u> | <u>547,217</u> |
| Total current liabilities | <u>1,541,873</u> | <u>1,476,682</u> |
| Net assets | | |
| Unrestricted | 6,855,518 | 7,836,624 |
| Temporarily restricted | 6,866 | 26,456 |
| Permanently restricted | <u>18,623</u> | <u>18,658</u> |
| Total net assets | <u>6,881,007</u> | <u>7,881,738</u> |
| Total liabilities and net assets | <u>\$ 8,422,880</u> | <u>\$ 9,358,420</u> |

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

VNA AT HCS, INC.

Statements of Operations

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|--|---------------------|-------------------|
| Operating revenue | | |
| Patient service revenue | \$14,672,512 | \$15,377,206 |
| Provision for bad debt | <u>(564,481)</u> | <u>(287,740)</u> |
| Net patient service revenue | 14,108,031 | 15,089,466 |
| Other operating revenue | <u>3,027,860</u> | <u>2,986,827</u> |
| Total operating revenue | <u>17,135,891</u> | <u>18,076,293</u> |
| Operating expenses | | |
| Salaries and related expenses | 12,012,754 | 12,064,302 |
| Other operating expenses | 2,893,618 | 3,131,049 |
| Depreciation | 381,193 | 330,038 |
| Management fees | <u>3,054,725</u> | <u>3,045,680</u> |
| Total operating expenses | <u>18,342,290</u> | <u>18,571,069</u> |
| Operating loss | <u>(1,206,399)</u> | <u>(494,776)</u> |
| Other revenue and gains | | |
| Contributions and fundraising income | 204,399 | 293,438 |
| Net assets released for operations | 20,125 | 71,437 |
| Investment income, net | <u>769</u> | <u>1,356</u> |
| Total other revenue and gains | <u>225,293</u> | <u>366,231</u> |
| Deficit of revenues over expenses | (981,106) | (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| (Decrease) increase in unrestricted net assets | <u>\$ (981,106)</u> | <u>\$ 37,271</u> |

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

VNA AT HCS, INC.

Statements of Changes in Net Assets

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|---------------------|---------------------|
| Unrestricted net assets | | |
| (Deficit) excess of revenue over expenses | \$ (981,106) | \$ (128,545) |
| Net assets released for capital acquisition | <u>-</u> | <u>165,816</u> |
| Change in unrestricted net assets | <u>(981,106)</u> | <u>37,271</u> |
| Temporarily restricted net assets | | |
| Contributions | 500 | 165,816 |
| Reclassification from permanently restricted net assets | 35 | - |
| Investment income | - | 225 |
| Net assets released for operations | (20,125) | (71,437) |
| Net assets released for capital acquisition | <u>-</u> | <u>(165,816)</u> |
| Change in temporarily restricted net assets | <u>(19,590)</u> | <u>(71,212)</u> |
| Permanently restricted net assets | | |
| Reclassification to temporarily restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in permanently restricted net assets | <u>(35)</u> | <u>-</u> |
| Change in net assets | (1,000,731) | (33,941) |
| Net assets, beginning of year | <u>7,881,738</u> | <u>7,915,679</u> |
| Net assets, end of year | <u>\$ 6,881,007</u> | <u>\$ 7,881,738</u> |

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

VNA AT HCS, INC.

Statements of Cash Flows

Years Ended June 30, 2015 and 2014

| | <u>2015</u> | <u>2014</u> |
|---|-------------------|-------------------|
| Cash flows from operating activities | | |
| Change in net assets | \$ (1,000,731) | \$ (33,941) |
| Adjustments to reconcile change in net assets to net cash provided (used) by operating activities | | |
| Depreciation | 381,193 | 330,038 |
| Bad debt expense | 564,481 | 287,740 |
| (Increase) decrease in the following assets | | |
| Temporary investments | - | 38,487 |
| Patient accounts receivable | (344,552) | (1,184,336) |
| Other receivables | (66,388) | 182,462 |
| Prepaid expenses | (3,934) | 1,255 |
| Due from affiliate | 563,329 | (182) |
| Increase (decrease) in the following liabilities | | |
| Accounts payable and accrued expenses | (12,488) | 56,920 |
| Accrued payroll and related expenses | 36,536 | 794 |
| Deferred revenue | <u>41,143</u> | <u>(139,837)</u> |
| Net cash provided (used) by operating activities | <u>158,589</u> | <u>(460,600)</u> |
| Cash flows from investing activities | | |
| Decrease in assets limited as to use | 19,625 | 71,212 |
| Capital expenditures | <u>(282,319)</u> | <u>(435,620)</u> |
| Net cash used by investing activities | <u>(262,694)</u> | <u>(364,408)</u> |
| Net decrease in cash and cash equivalents | (104,105) | (825,008) |
| Cash and cash equivalents, beginning of year | <u>661,607</u> | <u>1,486,615</u> |
| Cash and cash equivalents, end of year | <u>\$ 557,502</u> | <u>\$ 661,607</u> |

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

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

VNA at HCS, Inc. (the Association), is a non-stock, non-profit corporation in New Hampshire whose primary purpose is to provide home health care and hospice services to residents residing in the City of Keene and surrounding communities. The sole member of the Association is Home Healthcare, Hospice and Community Services, Inc.

Home Healthcare, Hospice and Community Services, Inc. is a non-stock, non-profit corporation in New Hampshire whose primary purposes are to act as a holding company and provide management services to VNA at HCS, Inc.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with the provisions of Financial Accounting Standards Board Accounting Standards Codification Topic 958, *Not-for-Profit Entities*:

Unrestricted net assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily restricted net assets - Net assets subject to donor-imposed stipulations that may or will be met by actions of the Association and/or the passage of time. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified to unrestricted net assets and reported in the statement of activities as net assets released from restrictions. Absent explicit donor stipulations about how long-lived assets must be maintained, the Association reports expirations of donor restrictions when the asset is placed in service.

Permanently restricted net assets - Net assets subject to donor imposed stipulations that they be maintained permanently by the Association. Generally, the donors of these assets permit the Association to use all or part of the income earned on related investments for general or specific purposes.

Income Taxes

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|-------------------|-------------------|
| Balance, beginning of year | \$ 357,315 | \$ 320,768 |
| Provision | 564,481 | 287,740 |
| Write-offs | <u>(589,652)</u> | <u>(251,193)</u> |
| Balance, end of year | \$ <u>332,144</u> | \$ <u>357,315</u> |

The increase in the current year provision is primarily due to Medicare billing inquiries, a home health industry wide issue.

Assets Limited as to Use

Assets limited as to use includes designated assets set aside by the Board of Directors and donor restricted contributions.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Standard charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Cost Allocations

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

(Deficit) Excess Revenue Over Expenses

The statements of operations reflect the (deficit) excess of revenue over expenses. Changes in unrestricted net assets which are excluded from the (deficit) excess of revenue over expenses, consistent with industry practice, are contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

2. Property and Equipment

Property and equipment is as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------------------|-------------------|-------------------|
| Furniture, fixtures, and equipment | \$ 1,602,366 | \$ 1,527,057 |
| Less accumulated depreciation | <u>1,345,928</u> | <u>1,171,745</u> |
| Total property and equipment, net | <u>\$ 256,438</u> | <u>\$ 355,312</u> |

3. Temporarily and Permanently Restricted Net Assets

Temporarily and permanently restricted net assets are as follows:

| | <u>2015</u> | <u>2014</u> |
|------------------------|------------------|------------------|
| Temporarily restricted | | |
| Meal sites | \$ 2,777 | \$ 3,137 |
| Respite | 4,089 | 6,629 |
| Shea charitable gifts | <u>-</u> | <u>16,690</u> |
| Total | <u>\$ 6,866</u> | <u>\$ 26,456</u> |
| Permanently restricted | | |
| Hospice | \$ 10,000 | \$ 10,000 |
| Operations | <u>8,623</u> | <u>8,658</u> |
| Total | <u>\$ 18,623</u> | <u>\$ 18,658</u> |

In 2015 the Association reviewed historical data relating to permanently restricted net assets and reclassified certain gifts to temporarily restricted net assets based upon interpretation of the initial donor intent.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

4. Patient Service Revenue

Patient service revenue is as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------------|---------------------|---------------------|
| Medicare | \$ 9,881,992 | \$10,452,131 |
| Medicaid | 1,111,787 | 1,221,733 |
| Other third-party payers | 1,859,583 | 1,862,515 |
| Municipalities - fee for service | 184,362 | 149,068 |
| Private pay | <u>1,634,788</u> | <u>1,691,759</u> |
| Total | <u>\$14,672,512</u> | <u>\$15,377,206</u> |

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$2,879,336 and \$2,704,549 for the years June 30, 2015 and 2014, respectively.

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the State of New Hampshire.

VNA AT HCS, INC.

Notes to Financial Statements

June 30, 2015 and 2014

Deferred Revenue

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

| | <u>2015</u> | <u>2014</u> |
|----------------------------|----------------------------|---------------------|
| Program services | \$15,287,565 | \$15,525,389 |
| Administrative and general | <u>3,054,725</u> | <u>3,045,680</u> |
| Total | <u>\$18,342,290</u> | <u>\$18,571,069</u> |

6. Malpractice Insurance

The Association insures its malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2015 and 2014, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

7. Retirement Plan

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$119,444 and \$112,136 for 2015 and 2014, respectively.

8. Related Party Transactions

The Association purchased management services from Home Healthcare, Hospice & Community Services, Inc. amounting to \$3,054,725 and \$3,045,680 and \$219,444 and \$73,043 in contract services for the years ended 2015 and 2014, respectively. The amounts due from Home Healthcare, Hospice & Community Services, Inc. for these services was \$ 4,355,625 in 2015 and 4,918,954 in 2014.

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2015, Medicare and Medicaid represented 51% and 10% of gross accounts receivable, respectively. No other individual payor source exceeded 10% of the gross receivable balance.

VNA AT HCS, INC.

Notes to Financial Statements

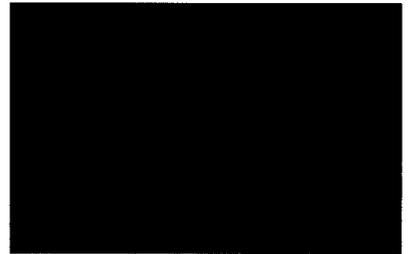
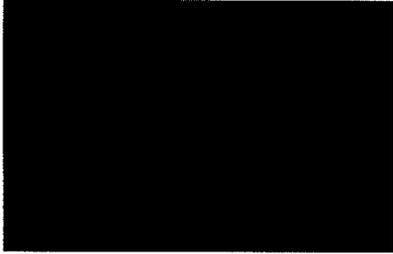
June 30, 2015 and 2014

10. Reclassifications

Certain prior year amounts have been reclassified to conform to the current year presentation.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2015, which is the date the financial statements were available to be issued.



**HCS/VNA at HCS, Inc.
2015-2016 Board of Directors**

Chair: Betsy Cotter

Terms: 2011-2014, 2014-2017

Vice-Chair: JoJi Robertson

Term: 2012-2015, 2015-2018

Treasurer: David Therrien

dtherrien@MELANSON.com

EX-OFFICIO

Cathy Sorenson, CEO
HCS, VNA at HCS

Susan Lowe, CFO
HCS, VNA at HCS

Secretary: Allen Mendelson

Term: 2013-2016

Susan Abert, Esq.

Term: 2015-2018

Mike Chelstowski

Term: 2014-2017

Jane Larmon

Term: 2012-2015, 2015-2018

John Maclean

Term: 2015-2018

John McIntosh

Term: 2013-2016

Charles Montgomery, MD

*Terms: 2008-2011, 2011-2014,
2014-2017*

Ann Nunn

Terms: 2014-2015, 2015-2018

Maureen O'Brien

Term: 2011-2014, 2014-2017

Leslie Pitts, MD, FAAFP

Term: 2015-2018

Brian Reilly, MD

Term: 2012-2015, 2015-2018

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

*Terms: 2008-2011, 2011-2014,
2014-2017*

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

- LICENSES:** Massachusetts 7/91; Illinois 7/88; Maryland 9/87
Connecticut 1/06
- 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
- EMPLOYMENT:**
Nov 2013 – Present **Home Healthcare, Hospice and Community Services**
President/CEO
- Feb 2010- Nov 2013 (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.
- Sept. 2008-Apr 2009 Caritas Home Care**
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 Lifeplans, 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

CAREER SUMMARY

Proven Executive with expertise in Financial Management and Reporting; Budgeting and Financial Analysis; Strategic Planning and Implementation; Organizational Turnaround; Financing; Forecasting; Risk Assessment; Compliance; Fundraising; Securing Federal and International Funding; Governance; International Operations; Investment Management; Event Planning; Mergers and Organizational Change; IT Management; Human Resources; State and Federal Compliance and Reporting; Auditing; Facilities; Capital Project Management

EDUCATION

Bentley University, McCallum Graduate School of Business, Waltham, Massachusetts, Master of Science in Accountancy/Graduate Certificate in Business Ethics, High Distinction, 2007

Bentley University, Waltham, Massachusetts, Certificate in Accountancy, High Honors, 2001

Harvard University, Extension School, Cambridge, Massachusetts, Graduate Certificate in Management and Administration, 1991

Bucknell University, Lewisburg, Pennsylvania, Bachelor of Arts, Economics and Political Science, 1984

Honors: Beta Gamma Sigma, Chartered Global Management Accountant, CPA Licensed in Massachusetts.

PROFESSIONAL EXPERIENCE

Chief Financial Officer

Home Healthcare, Hospice and Community Services – Keene, New Hampshire 2016 - present
Report to Chief Executive Officer, oversee Financial operations including reporting, billing, financial systems, budgeting, risk management and working with the Finance Committee of the Board of Directors.

Chief Financial Officer

Clarke Schools for Hearing and Speech – Northampton, Massachusetts 2012 - 2016
Reported to President, member of Executive Leadership Team, oversaw Business Office including Accounting and Finance, Facilities, Operations, Financial Aid and Administration for a multi-state private school and human services agency

- Instrumental in turning a \$2 million deficit into a \$1 million surplus in two years
- Has a leadership role on Board/Staff Strategic Planning Committee
- Led team efforts to develop a Five Year IT Strategic Plan and to create “One Clarke” culture
- Staff leader of Finance/Investment, Audit and Property/Facilities Committees of the Board
- Instrumental in creating an Audit Committee, authored Audit Committee Charter
- Presented key operational and financial matters at all Board and Executive Committee meetings
- Established a new investment strategy for endowed funds
- Cut more than 20% from overhead expenses without sacrificing support services
- Secured a private foundation grant for construction of a new school site and mission-critical DOE funding
- Negotiated rate increases for numerous state funded programs
- Redesigned chart of accounts for improved financial reporting
- Successfully lead multiple construction projects and real estate transactions
- Revamped annual budget process for greater accuracy and accountability
- Improved monthly close process, cut time to generate monthly financial reports by more than two weeks
- Decreased Accounts Payable Cycle by more than 10 days, improved credit score by more than 600%
- Oversaw annual audits and federal and state filings reporting, including 990, UFR and CFR, DOE
- Managed student contracts and third party medical billing for more than 1,300 students

Chief Financial Officer

Physicians for Human Rights, Inc. - Cambridge, Massachusetts 2010 - 2012
Reported to CEO, member of Executive Management Team for an international non-profit organization (with offices in MA and DC); led the Finance, Human Resources, Operations and IT Departments.

- Key member of Strategic Planning Team
- Staff leader for Finance, Investment and Audit Committees
- Strengthened Audit Committee, authored Audit Committee Charter
- Presented key financial data and recommendations to Board of Directors and Committee Chairs
- Improved accounting policies and procedures and internal controls
- Secured international and federal funding in excess of two million dollars per year
- Negotiated contracts, managed grant compliance, nurtured vendor relationships
- Managed complex revenue streams including donations, memberships, grants, federal funding
- Responsible for cash flow and banking relationships, including impacts of foreign currency valuations
- Ensured proper costing and scoping of all projects
- Led rolling budgeting process, managed variances to budget
- Hired, trained and mentored accounting, human resources and IT teams
- Ensured efficiency of firm through proper execution of IT strategies
- Oversaw annual audit, including A133 audit
- Established socially responsible investment strategies to meet strategic objectives
- Evaluated organizational risk; ensured legal compliance
- Developed dashboards to measure key financial metrics for strategic decision-making

Chief Financial Officer

Children's Communication Center/Beverly School for the Deaf 2008 – 2012
While full time at FSG and PHR, on a part time basis, partnered with Executive Director on financial matters, financial reporting, UFR reporting, secured a \$5.3 million loan for new school building construction.

Chief Financial Officer

FSG, Inc. (formerly Foundation Strategy Group, LLC) - Boston, Massachusetts 2002 –2010
Reported to CEO, member of Senior Leadership Team for a rapidly growing international non-profit management consulting firm. Led Finance, IT, Human Resources and Operations for multiple locations (MA, CA, WA, DC and Geneva). Awarded for distinguished contribution to the firm for overall performance and for innovation for establishing a carbon neutral program.

- Converted LLC to a 501c3
- Developed tools to measure key financial metrics used in company-wide strategic decision-making
- Analyzed complex performance data for strategic decision-making and project-level performance
- Enhanced infrastructure and systems to support continued growth
- Directed monthly closes; responsible for the timeliness and accuracy of financial information
- Established, communicated and enforced policies, procedures and internal controls
- Presented financial information at monthly leadership team meetings and quarterly board meetings
- Engaged Leadership Team in financial discussions and decision-making
- Directed annual audit and oversaw accurate and timely completion of all tax documents including 990
- Secured \$100,000 grant for upgrade of telecommunications and video conferencing systems
- Led annual budget process
- Managed foreign currency impacts and tax and compliance for international operations
- Negotiated vendor contracts and financing arrangements
- Oversaw grant and client contract budgeting, compliance, cost allocations and reporting
- Directed multiple office expansions, relocations and capital projects
- Partnered with colleagues on Metrics, Diversity, CRM teams
- Hired, trained and mentored operations team members at multiple locations
- Led on-time and on-budget upgrade of accounting system
- Negotiated line of credit more than quadrupling funds available

Assistant Controller

Target Software, Inc. /Target Analysis Group - Cambridge, Massachusetts 2001 –2002
Reported to Controller for two software, fundraising and data mining professional services companies.

Executive Director, Finance and Administration

Academy of Family Mediators - Lexington, Massachusetts 1995 –2000
Reported directly to the Board President, led the finance, operations, governance, human resources and membership areas of an international membership organization.

- Key member of a leadership team from three organizations – completed due diligence, authored five-year business plan and received a \$2.5 million dollar implementation grant to support merger
- Designed and carried out member recruiting and retention plans resulting in a 48% increase in membership over five years.
- Reported and recommended solutions for all organizational matters to Board of Directors and other stakeholders
- Staff leader for the Finance, Investment, Audit, Membership, Nominating Committees
- Led efforts to establish a socially responsible investment policy
- Successfully applied for numerous grants to support mission-critical projects and general operations
- Led budgeting process and annual audit
- Published annual membership directory, oversaw company website, managed membership database
- Key participant in the successful running of numerous conferences and fundraising events
- Developed personnel and volunteer policies and procedures and wrote employee handbook
- Representative on multi-organizational committees addressing Diversity, Ethics, Standards of Practice

VOLUNTEER EXPERIENCE

Finance Committee Member, Community Enterprises, a large, multi-state human services agency focused on empowering disabled persons to achieve independence through employment, 2016 - present

Treasurer, Board of Directors, Strategies for Youth, a growing, national non-profit focused on building better outcomes for police departments and youth, 2014 – present.

Nonprofit Roundtable Leader/Facilitator, Northampton Chamber of Commerce, lead group of non-profit executives, 2014 - 2016.

Finance Committee Member, Remineralize the Earth, an international non-profit focused on sustainable agriculture, lead efforts for new business plan, 2013 – 2015.

Memberships: American Institute of Certified Public Accountants, The Massachusetts Society of CPAs (Nonprofit, Women in Accounting and CPAs in Industry Committees), Chief Financial Officers Peer Group, American Woman’s Society of CPAs.

CONTRACTOR NAME

Key Personnel

| Name | Job Title | Salary | % Paid from this Contract | Amount Paid from this Contract |
|----------------|-------------------------|---------|---------------------------|--------------------------------|
| Cathy Sorenson | Chief Executive Officer | 166,000 | 0 | 0 |
| Susan Lowe | Chief Financial Officer | 160,000 | 0 | 0 |
| | | | | |
| | | | | |
| | | | | |