



Jeffrey A. Meyers  
Commissioner

Katja S. Fox  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION FOR BEHAVIORAL HEALTH

129 PLEASANT STREET, CONCORD, NH 03301  
603-271-9544 1-800-852-3345 Ext. 9544  
Fax: 603-271-4332 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

October 31, 2016

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mac

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, New Hampshire Hospital, to amend an existing **sole source** agreement with Concord Regional Visiting Nurse Association, Inc. (Vendor #174069), 30 Pillsbury Street, Concord, NH, 03301 for the provision of Speech Therapy services, to include Foot Care services by increasing the price limitation in the amount of \$7,500, from \$9,975 to \$17,475 with no change to the contract completion date of June 30, 2017, upon Governor and Executive Council approval. The original contract was approved by the Attorney General's Office on February 12, 2016. 29% Federal Funds, 32% General Funds and 39% Other Funds.

Funds are available in State Fiscal Year 2017.

**05-95-94-9400-8750 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,  
HHS: NEW HAMPSHIRE HOSPITAL, ACUTE PSYCHIATRIC SERVICES**

Fiscal Year	Class	Activity Code	Class Title	Current Budget	Increase/ (Decrease)	Modified Budget
2016	101	94052200	Contracts for Program Services	\$4,935	0	\$4,935
2017	101	94052200	Contracts for Program Services	\$5,040	\$7,500	\$12,540
<b>Totals:</b>				<b>\$9,975</b>	<b>\$7,500</b>	<b>\$17,475</b>

**EXPLANATION**

The purpose of this **sole source** amendment is to provide foot care services to approximately three hundred twenty five (325) clients at New Hampshire Hospital. The contractor has the necessary skills and demeanor to work successfully with New Hampshire Hospital clients to provide foot care services.

Foot care services will be provided to New Hampshire Hospital clients who are considered high-risk. Clients are considered high-risk when their medical history or medication can put them at risk of developing potentially high-risk conditions including diabetes, with complications such as reduced sensation or circulation to the feet; a history of lower limb amputation; a foot infection; foot ulcer; peripheral vascular disease; rheumatoid arthritis; a neurological condition causing foot desensitization; immuno-suppressed; and infected in-growing toenail.

Foot care education will be provided to low-risk New Hampshire Hospital clients that do not have any of the high-risk factors but had a podiatric problem that required treatment by a podiatrist, such as painful or large corns or calluses.

Should the Governor and Executive Council not approve this request, patients at New Hampshire Hospital may not have access to proper foot care education and services necessary to remain in good health.

Area served: New Hampshire Hospital's Acute Psychiatric Services Building

Source of funds: 29% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicare Disproportional Share Hospital Reimbursement, Catalog of Federal Domestic Assistance (CFDA) #93.778, 32% General Funds, and 39% Other Funds (Provider Fees).

In the event that the Federal Funds become no longer available, no further general funds will be request to support this request.

Respectfully submitted,



Katja S. Fox  
Director  
Division for Behavior Health

Approved:   
Jeffrey A. Meyers  
Commissioner



**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to Speech Therapy Services Contract**

This 1st Amendment to the Speech Therapy Services Contract (hereinafter referred to as "Amendment #1") dated this, August 29, 2016 is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Regional Visiting Nurse Association, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business located at 30 Pillsbury Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Attorney General's Office on February 12, 2016, the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

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

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the terms and conditions by written agreement of the parties and approval of the Governor and Executive Council; and;

WHEREAS, the parties agree to add services and increase price limitation;

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

To amend as follows:

1. Form P-37, General Provisions, Item 1.8, Price Limitation to read:  
\$17,475
2. Add Exhibit A-1, Amendment #1, Scope of Services
3. Add Exhibit B-1, Amendment #1, Method and Conditions Precedent to Payment

New Hampshire Department of Health and Human Services  
Speech Therapy Services Contract



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

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

9/21/16  
Date

State of New Hampshire  
Department of Health and Human Services  
Robert J. MacLeod  
Robert J. MacLeod  
Chief Executive Officer, New Hampshire Hospital

Concord Regional Visiting Nurse Association, Inc.

Sept. 13, 2016  
Date

Beth J. Slepian  
Name: Beth J. Slepian  
Title: President/CEO

Acknowledgement:

State of NH, County of Merrimack on 9-13-16, before the undersigned officer, personally appeared the person identified above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that ~~she~~ she executed this document in the capacity indicated above.

Signature of Notary Public or ~~Justice of the Peace~~

Linda S. Flewelling  
Name and Title of Notary or Justice of the Peace

LINDA S. FLEWELLING, Notary Public  
My Commission Expires March 26, 2019

**New Hampshire Department of Health and Human Services  
Speech Therapy Services Contract**

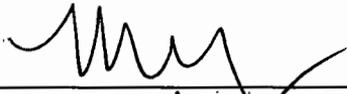
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The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

11/15/14  
Date

OFFICE OF THE ATTORNEY GENERAL

  
Name: Matthew A. Levesque  
Title: Attorney General

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

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

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



## Scope of Services

### 1. Scope of Work

- 1.1. The Contractor shall provide foot care education to low-risk New Hampshire Hospital patients. Low risk patients do not have any of the high risk factors listed in Subsection 1.2 of this agreement but had a podiatric problem that required treatment by a podiatrist, such as painful and large corns or calluses.
- 1.2. The Contractor shall provide direct foot care services to high-risk New Hampshire Hospital patients. Patients are considered high-risk when their medical history or medication can put them at risk of developing potentially high-risk conditions, including but not limited to:
  - 1.2.1. Diabetes with complications such as reduced sensation or circulation to the feet or a history of lower limb amputation;
  - 1.2.2. A foot infection, foot ulcer, peripheral vascular disease, rheumatoid arthritis, a neurological condition causing foot desensitization, immuno-suppressed; and
  - 1.2.3. Infected in-growing toenail or prescribed oral steroid therapy.
- 1.3. The Contractor shall conduct health and background checks for all staff providing foot care services to New Hampshire Hospital patients.
- 1.4. The Contractor shall provide all supplies necessary for basic foot care services.
- 1.5. The Contractor shall ensure that staff providing foot care serves to New Hampshire Hospital patients attend a one (1) hour New Hampshire Hospital Orientation prior to working with patients.
- 1.6. The Contractor must abide by infection control practices and properly clean the podiatry equipment.

### 2. Service Descriptions

- 2.1. The Contractor shall conduct a foot assessment and recommendation for care needed.
- 2.2. The Contractor shall provide the following self-care education to low-risk patients:
  - 2.2.1. A demonstration of how to file nails safely;
  - 2.2.2. Required foot care or footwear advice; and
  - 2.2.3. Supporting literature.
- 2.3. The Contractor shall provide the following foot care services to high-risk patients for eight (8) hours per month, approximately twenty (20) minutes per patient:
  - 2.3.1. Filing of normal or slightly thickened toenails;



- 
- 2.3.2. Filing of rough or hard skin with a pumice or foot file; and
  - 2.3.3. Application of emollient creams when skin is dry.

### 3. Reporting

- 3.1. The Contractor shall provide written progress notes for each patient visit that will include, but not be limited to:
  - 3.1.1. Client name;
  - 3.1.2. Date;
  - 3.1.3. Time;
  - 3.1.4. Procedure; and
  - 3.1.5. Recommended follow up.



## Method and Conditions Precedent to Payment

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A-1, Scope of Services.
2. The Agreement is funded by the New Hampshire General Funds, Other Funding (Provider Fees) and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA) #93.778, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medicare Disproportional Share Hospital Reimbursement.
3. The Contractor agrees to provide the services in Exhibit A-1, Scope of Services, in compliance with the following funding requirements:
  - 3.1. The Contractor shall be reimbursed at \$77.50 per hour for on-site services only (not portal to portal).
  - 3.2. If the Contractor works less than a full hour, the hourly rate will be prorated at 15 minute intervals of actual work completed.
  - 3.3. The Contractor's total number of hours shall not exceed ninety six (96) hours.
4. Payment for said services shall be made as follows:
  - 4.1. The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.
  - 4.2. The Contractor shall include on the invoice the following information: the client's Medical Record Number, date(s) of service, number of hours worked per client, and total hours for the billing period

The invoice shall be submitted to:

Financial Manager  
New Hampshire Hospital  
36 Clinton Street  
Concord, NH 03301

5. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

ADP  
09/13/16

# State of New Hampshire Department of State

## CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC. is a New Hampshire nonprofit corporation formed October 18, 1899. 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 19<sup>th</sup> day of September A.D. 2016

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

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Concord Regional Visiting Nurse Association.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on September 13, 2016:  
(Date)

**RESOLVED:** That the President/CEO (Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 13<sup>th</sup> day of September, 2016.  
(Date Contract Signed)

4. Beth Slepian is the duly elected President/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.



(Signature of the Elected Officer)  
Andrew Eills, Secretary

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 13<sup>th</sup> day of Sept, 2016.

By Andrew Eills  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

LINDA S. FLEWELLING, Notary Public  
My Commission Expires March 26, 2019

Commission Expires: 3.26.2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/19/2016

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).

<b>PRODUCER</b> MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@Marsh.com  319078-CHS-gener-16-17	<b>CONTACT NAME:</b> _____ <b>PHONE (A/C, No, Ext):</b> _____ <b>FAX (A/C, No):</b> _____ <b>E-MAIL ADDRESS:</b> _____																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Granite Shield Insurance Exchange</td> <td></td> <td></td> </tr> <tr> <td>INSURER B :</td> <td></td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Granite Shield Insurance Exchange			INSURER B :			INSURER C :			INSURER D :			INSURER E :			INSURER F :	
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INSURER F :																					
<b>INSURED</b> CAPITAL REGION HEALTHCARE CORPORATION & CONCORD HOSPITAL, INC. ATTN: JESSICA FANJOY - RISK MANAGEMENT 250 PLEASANT STREET CONCORD, NH 03301																					

**COVERAGES**                      **CERTIFICATE NUMBER:** NYC-008408586-01                      **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER: _____			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		<input checked="" type="checkbox"/> Y <input checked="" type="checkbox"/> N N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability			GSIE-PRIM-2016-101	01/01/2016	01/01/2017	SEE ABOVE

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Evidence of Coverage for Concord Regional Visiting Nurse Association (CRVNA) for speech therapy contract.

<b>CERTIFICATE HOLDER</b>  Department of Health & Human Services New Hampshire Hospital 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc. Susan Molloy <i>Susan Molloy</i>
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## Atlantic Charter Insurance Company

NCCI Co. No. 29211

Policy Number WCA00544804

**1. INSURED:**

Prior Policy Number WCA00544803

Concord Regional Visiting Nurse Association

Producer:

30 Pillsbury Street  
Concord, NH 03301

USI Insurance Services, LLC  
3 Executive Park Drive, Suite 300  
Bedford, NH 03110

Federal ID Number 020222122  
Risk Id Number: 280136387

Business Type: Corporation  
Other Named Insured:

SIC 621399 - 621399 Offices of All Other Miscellaneous Health  
Other Work Places: See WCE107

**2. POLICY PERIOD:** This Policy Period is From 07/01/2016 to 07/01/2017 12:01 A.M. Standard Time  
at The Insured Mailing Address

**3. COVERAGES:**

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NH
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:
 

Bodily Injury by Accident	\$ 500,000	each accident
Bodily Injury by Disease	\$ 500,000	policy limit
Bodily Injury by Disease	\$ 500,000	each employee
- C. Other States Insured: Part Three of the policy applies to the states, if any, listed here:
- D. This policy includes these endorsements and schedules:  
See WCE105

**4. COVERAGES:** *The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.*

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
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See WC 00 00 01

Minimum Premium:	Deposit Premium:
\$600	\$37,573

Interim Adjustment: Annually

Servicing Office:  
25 New Chardon Street  
Boston, MA 02114-4721

Total Estimated Premium \$374,137

Issue Date 05/26/2016

Countersigned By:     Acqueline W. Nett    

Date \_\_\_\_\_

# Concord Regional Visiting Nurse Association

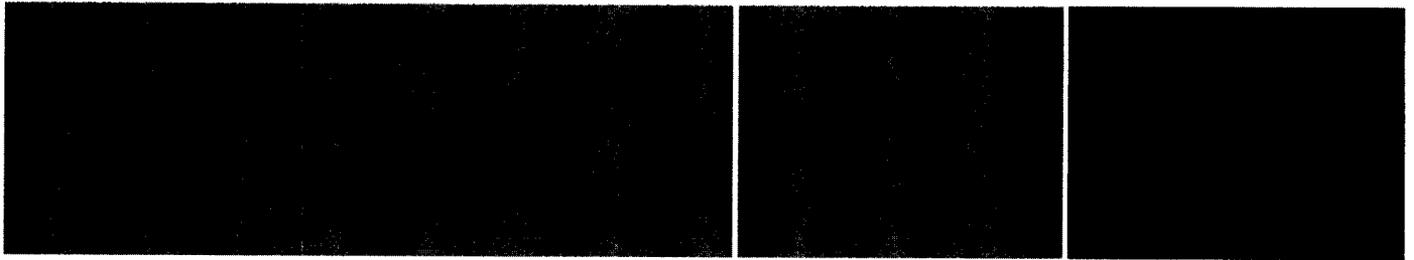
## Vision, Mission and Values

**Vision:** A community where wellness and well-being is achieved through compassionate care to those in need.

**Mission:** The mission of Concord Regional Visiting Nurse Association is to improve the health of the people and communities it serves by managing illness and promoting wellness through all stages of life.

**Values:**

- Respect
- Compassion
- Competence
- Culture of Excellence
- Leadership
- Stewardship



**FINANCIAL STATEMENTS**

**September 30, 2015 and 2014**

**With Independent Auditor's Report**



**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

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**September 30, 2015 and 2014**

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## INDEPENDENT AUDITOR'S REPORT

Board of Trustees  
Concord Regional Visiting Nurse Association, Inc.

We have audited the accompanying financial statements of Concord Regional Visiting Nurse Association, Inc. (the Association), which comprise the statements of financial position as of September 30, 2015 and 2014, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

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

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

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the 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 Concord Regional Visiting Nurse Association, Inc. as of September 30, 2015 and 2014, and the results of its operations, changes in its net assets, and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Portland, Maine  
November 10, 2015

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Statements of Financial Position**

**September 30, 2015 and 2014**

**ASSETS**

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 5,949,808	\$ 6,302,415
Patient accounts receivable, net of allowance for doubtful accounts of \$213,479 and \$171,214 for 2015 and 2014, respectively	3,963,178	3,524,396
Other receivables	101,539	48,124
Prepaid expenses	177,267	154,090
Deposit - restricted	<u>25,000</u>	<u>30,000</u>
Total current assets	10,216,792	10,059,025
Investments	18,339,379	18,807,890
Beneficial interest in perpetual trusts	1,182,212	1,247,415
Property and equipment, net of accumulated depreciation and amortization	1,787,093	888,272
Other assets	<u>72,349</u>	<u>440,103</u>
Total assets	<u>\$ 31,597,825</u>	<u>\$ 31,442,705</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable	\$ 417,124	\$ 315,142
Accrued payroll and related expenses	1,887,555	1,823,864
Deferred revenue	<u>1,166,267</u>	<u>1,058,817</u>
Total current liabilities	3,470,946	3,197,823
Other liabilities	<u>72,349</u>	<u>454,647</u>
Total liabilities	<u>3,543,295</u>	<u>3,652,470</u>
Net assets		
Unrestricted	21,566,638	21,195,778
Temporarily restricted	1,898,111	1,951,473
Permanently restricted	<u>4,589,781</u>	<u>4,642,984</u>
Total net assets	<u>28,054,530</u>	<u>27,790,235</u>
Total liabilities and net assets	<u>\$ 31,597,825</u>	<u>\$ 31,442,705</u>

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

CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

Statements of Operations

Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Net patient service revenue	\$ 27,861,756	\$ 25,610,494
Other revenues	776,959	737,022
Net assets released from restrictions for operations	<u>105,347</u>	<u>70,500</u>
Total operating revenue	<u>28,744,062</u>	<u>26,418,016</u>
Operating expenses		
Salaries and wages	17,691,539	16,743,651
Employee benefits	4,542,343	4,158,003
Purchased services	1,581,266	1,265,846
Supplies and other expenses	4,336,157	3,760,469
Depreciation and amortization	<u>350,690</u>	<u>303,001</u>
Total operating expenses	<u>28,501,995</u>	<u>26,230,970</u>
Operating income	<u>242,067</u>	<u>187,046</u>
Nonoperating revenue and support		
Contributions	419,313	457,947
Investment income	480,873	254,064
Unrealized (losses) gains on investments	(846,821)	79,419
Realized gains on investments	<u>75,428</u>	<u>546,636</u>
Total nonoperating revenue and support	<u>128,793</u>	<u>1,338,066</u>
Excess of revenue over expenses and increase in unrestricted net assets	<u>\$ 370,860</u>	<u>\$ 1,525,112</u>

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

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Statements of Changes in Net Assets**

**Years Ended September 30, 2015 and 2014**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balances, October 1, 2013	\$ <u>19,670,666</u>	\$ <u>800,908</u>	\$ <u>3,617,368</u>	\$ <u>24,088,942</u>
Excess of revenue over expenses	1,525,112	-	-	1,525,112
Realized gains on investments	-	141,029	-	141,029
Unrealized losses on investments	-	(182,921)	-	(182,921)
Investment income	-	72,070	-	72,070
Restricted contributions	-	1,190,887	995,321	2,186,208
Change in fair value of beneficial interest in perpetual trusts held by others	-	-	30,295	30,295
Net assets released from restrictions for operations	-	(70,500)	-	(70,500)
Change in net assets	<u>1,525,112</u>	<u>1,150,565</u>	<u>1,025,616</u>	<u>3,701,293</u>
Balances, September 30, 2014	<u>21,195,778</u>	<u>1,951,473</u>	<u>4,642,984</u>	<u>27,790,235</u>
Excess of revenue over expenses	370,860	-	-	370,860
Realized gains on investments	-	11,511	-	11,511
Unrealized losses on investments	-	(129,835)	-	(129,835)
Investment income	-	51,925	-	51,925
Restricted contributions	-	118,384	12,000	130,384
Change in fair value of beneficial interest in perpetual trusts held by others	-	-	(65,203)	(65,203)
Net assets released from restrictions for operations	-	(105,347)	-	(105,347)
Change in net assets	<u>370,860</u>	<u>(53,362)</u>	<u>(53,203)</u>	<u>264,295</u>
Balances, September 30, 2015	\$ <u>21,566,638</u>	\$ <u>1,898,111</u>	\$ <u>4,589,781</u>	\$ <u>28,054,530</u>

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

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Statements of Cash Flows**

**Years Ended September 30, 2015 and 2014**

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 264,295	\$ 3,701,293
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	350,690	303,001
Realized gains on investments	(86,939)	(687,665)
Unrealized losses on investments	976,656	103,502
Restricted contributions for long-term investment	(12,000)	(995,321)
Change in fair value of beneficial interest in perpetual trusts	65,203	(30,295)
Decrease (increase) in		
Patient accounts receivable	(438,782)	(563,967)
Other receivables	(53,415)	5,382
Prepaid expenses	(23,177)	24,037
Deposit - restricted	5,000	224,763
Increase in		
Accounts payable	101,982	90,242
Accrued payroll and related expenses	63,691	386,350
Deferred revenue	<u>107,450</u>	<u>153,087</u>
Net cash provided by operating activities	<u>1,320,654</u>	<u>2,714,409</u>
Cash flows from investing activities		
Acquisition of property and equipment	(1,249,511)	(236,734)
Purchases of investments	(31,140,282)	(34,946,315)
Proceeds from sale of investments	30,719,076	32,486,660
(Increase) decrease in deferred compensation	<u>(14,544)</u>	<u>17,761</u>
Net cash used by investing activities	<u>(1,685,261)</u>	<u>(2,678,628)</u>
Cash flows from financing activities		
Proceeds from restricted contributions for long-term investment	<u>12,000</u>	<u>995,321</u>
Net cash provided by financing activities	<u>12,000</u>	<u>995,321</u>
Net (decrease) increase in cash and cash equivalents	(352,607)	1,031,102
Cash and cash equivalents, beginning of year	<u>6,302,415</u>	<u>5,271,313</u>
Cash and cash equivalents, end of year	\$ <u>5,949,808</u>	\$ <u>6,302,415</u>
Non-cash activity:		
Deferred compensation plan distribution	\$ <u>413,155</u>	\$ <u>-</u>

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

# CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

## Notes to Financial Statements

September 30, 2015 and 2014

### Organization

Concord Regional Visiting Nurse Association, Inc. (the Association) is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purposes are to provide home health care, hospice and community health services to residents of Concord, New Hampshire and surrounding communities. Credit is extended at regular terms without collateral.

The Association is a subsidiary of Capital Region Healthcare Corporation (CRHC), its sole corporate member. CRHC is a holding company for various providers of health care services to residents in central New Hampshire.

### 1. Summary of Significant Accounting Policies

#### Use of Estimates

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

#### Basis of Presentation

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

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 or member 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 statements of operations as net assets released from restrictions.

Permanently restricted net assets - net assets subject to a donor-imposed stipulation that contributed resources be maintained permanently, but that permits the Association to use or expend part or all of the income or other economic benefits derived from the donated asset.

#### Cash and Cash Equivalents

All liquid investments with an original maturity of three months or less are considered to be cash equivalents.

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

**Deposit - Restricted**

The restricted deposit represents an amount on deposit to cover potential workers' compensation claims.

**Patient Accounts Receivable**

Patient accounts receivable is stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to earnings and a credit to the valuation allowance based on its assessment of the current status of individual accounts. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to patient accounts receivable.

**Property and Equipment**

Purchased property and equipment are recorded at cost. Owned property and equipment are depreciated on the straight-line method over the estimated useful lives of the respective assets. Leasehold improvements are amortized by the straight-line method over the lesser of the lease term or the estimated useful life of the related asset.

**Investments**

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. Consequently, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the 2015 statement of financial position and statements of operations and changes in net assets.

Funds have been pooled for investment purposes. Income received, and realized and unrealized gains and losses are apportioned to the participating funds based on their respective units in the pool, and then apportioned to the appropriate net asset categories according to donor restrictions and law. The units held by each fund are determined using fair value.

**Deferred Revenue**

Providers of home health services to patients eligible for Medicare home health benefits are paid prospectively for 60-day episodes of service. Deferred revenue represents advance payments for these services that have not yet been earned. Revenue under this program is recorded as unrestricted revenue in the statements of operations.

**Net Patient Service Revenue**

The Association records its revenue related to patients eligible for Medicare home health benefits based on the portion of the episodic payment earned for patient services rendered during the period. The Association records its revenue related to all other patients based on its standard charges for patient services rendered. The Association has contractual arrangements with the

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

Social Security Administration and the New Hampshire Department of Health and Human Services to render services to qualifying patients which may result in the Association receiving payments for such services which differ from the standard charges. Any differences of this nature are recorded as contractual adjustments.

**Promises to Give**

Contributions are recognized when the donor makes a promise to give to the Association that is, in substance, unconditional. Contributions that are not restricted by the donor are reported as increases in unrestricted net assets. All donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. Promises to give are reported, net of an allowance for estimated uncollectible pledges, at the present value of the estimated future cash flows using a discount rate commensurate with the risks involved.

Contributed property and equipment are recorded at fair value at the date of donation. In the absence of donor-imposed stipulations regarding how long the contributed assets must be used, the Association has adopted a policy of implying a time restriction on contributions of such assets that expires over the assets' useful lives; consequently, all contributions of property and equipment, and of the assets contributed to acquire property and equipment, are recorded as restricted support.

**Nonoperating Revenue and Support**

Unrestricted contributions, investment income, and unrealized and realized gains and losses on investments are reported as nonoperating revenue and support. These items are included in the excess of revenue over expenses pursuant to the fair value option under ASC Topic 825.

**Income Taxes**

The Association is a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code.

**Functional Expenses**

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

	<u>2015</u>	<u>2014</u>
Program services	\$ <b>23,570,343</b>	\$ 21,310,130
General and administrative	<u>4,931,652</u>	<u>4,920,840</u>
	<u>\$ <b>28,501,995</b></u>	<u>\$ <b>26,230,970</b></u>

**Subsequent Events**

For purposes of the preparation of these financial statements, management has considered transactions or events occurring through November 10, 2015, the date which the financial statements were available to be issued.

CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

Notes to Financial Statements

September 30, 2015 and 2014

2. **Net Patient Service Revenue**

A summary of net patient service revenue for the years ended September 30 is as follows:

	<u>2015</u>	<u>2014</u>
Gross patient service revenue		
Medicare	\$ 23,811,520	\$ 21,625,047
Medicaid	2,155,027	1,817,415
Private patient	1,462,965	1,800,745
Other third-party	<u>2,841,352</u>	<u>2,792,192</u>
	<b>30,270,864</b>	28,035,399
Less contractual adjustments and charity care	<u>2,409,108</u>	<u>2,424,905</u>
Net patient service revenue	<b><u>\$ 27,861,756</u></b>	<b><u>\$ 25,610,494</u></b>

A summary of the payment arrangements with major third-party payors follows:

**Medicare**

- Providers of home health services to patients 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 patient at a rate determined by federal guidelines.
- Providers of hospice services to patients eligible for Medicare hospice benefits are paid on a prospective basis, with no retrospective settlement, as long as the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate cap.

**Medicaid**

- Providers of home health services to Medicaid eligible patients are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on a statewide determined rate per service.

3. **Charity Care**

The Association has a policy of providing charity care to its clients who are unable to pay. Eligible clients are identified based on their financial information obtained and subsequent analysis. Since the Association does not expect payment, estimated charges for charity care are not included in revenue.

The amount of home care charges foregone for services furnished under the Association's charity care policy was \$276,075 and \$449,006 for 2015 and 2014, respectively. Costs incurred for these activities approximated \$268,000 and \$430,000 for 2015 and 2014, respectively.

The Association also provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. Costs incurred for these activities, for services to Medicaid patients, approximated \$1,030,000 and \$886,000 for 2015 and 2014, respectively.

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

The Association was able to provide the above charity care under sliding fee scale policies and in activities without established rates or at rates substantially below cost through a combination of local community support and state grants. Local community support consisted of contributions and municipal appropriations.

In 2015, approximately 2% of nongovernmental home health clients and 7% of nongovernmental hospice clients served received services on a discounted basis. In 2014, approximately 3% of nongovernmental home health clients and 8% of nongovernmental hospice clients services received services on a discounted basis.

**4. Investments**

Investments are stated at fair value consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 69,321	\$ 1,323,138
Mutual funds	4,344,444	5,243,116
U.S. Treasury notes	430,927	1,218,978
U.S. Government bonds	-	72,654
Equities	105,176	-
Exchange traded funds	11,403,882	9,266,022
Corporate bonds and notes	<u>1,985,629</u>	<u>1,683,982</u>
	<u>\$ 18,339,379</u>	<u>\$ 18,807,890</u>

Investments consist of the following at September 30:

	<u>2015</u>	<u>2014</u>
Unrestricted and undesignated	\$ 5,226,229	\$ 5,678,519
Designated by Board		
Available for capital purchases	5,900,439	6,061,302
Hospice House	260,757	267,866
Hospice House replacement reserve	78,350	80,486
30 Pillsbury Street purchase	1,585,324	1,423,391
30 Pillsbury Street replacement reserve	78,350	80,486
Donahue Fund	25,736	26,438
Restricted by donor		
Permanently restricted (Note 7)	3,407,569	3,395,569
Temporarily restricted (Note 7)	<u>1,776,625</u>	<u>1,793,833</u>
	<u>\$ 18,339,379</u>	<u>\$ 18,807,890</u>

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

Investment income (losses) consisted of the following for the years ended September 30:

	<u>2015</u>	<u>2014</u>
Interest and dividends, net	\$ 532,798	\$ 326,134
Realized gains on sales of investments	86,939	687,665
Unrealized losses on investments	<u>(976,656)</u>	<u>(103,502)</u>
	<u>\$ (356,919)</u>	<u>\$ 910,297</u>

Investment management fees were \$124,932 for 2015 and \$121,225 for 2014.

Endowment

Change in endowment funds for the years ended September 30 are as follows:

	<u>Unrestricted (Due to Permanently Restricted)</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Endowment net assets, October 1, 2013	\$ -	\$ -	\$ 2,400,248	\$ 2,400,248
Investment return				
Investment income	-	40,570	-	40,570
Net depreciation	<u>-</u>	<u>(22,055)</u>	<u>-</u>	<u>(22,055)</u>
Total investment return	<u>-</u>	<u>18,515</u>	<u>-</u>	<u>18,515</u>
Contributions	<u>-</u>	<u>-</u>	<u>995,321</u>	<u>995,321</u>
Endowment net assets, September 30, 2014	<u>-</u>	<u>18,515</u>	<u>3,395,569</u>	<u>3,414,084</u>
Investment return (losses)				
Investment income	-	679	-	679
Net depreciation	<u>(71,218)</u>	<u>(19,194)</u>	<u>-</u>	<u>(90,412)</u>
Total investment losses	<u>(71,218)</u>	<u>(18,515)</u>	<u>-</u>	<u>(89,733)</u>
Contributions	<u>-</u>	<u>-</u>	<u>12,000</u>	<u>12,000</u>
Endowment net assets, September 30, 2015	<u>\$ (71,218)</u>	<u>\$ -</u>	<u>\$ 3,407,569</u>	<u>\$ 3,336,351</u>

# CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

## Notes to Financial Statements

September 30, 2015 and 2014

### Strategies Employed for Achieving Objectives

The primary objective of the investment funds is preserving the purchasing power of the assets. The investment funds are managed based on relative performance, in a manner that provides liquidity and a dependable source of income. The goal is to attain a rate of return equal to the Consumer Price Index plus 4%.

### Funds with Deficiencies

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level that the donor or the State of New Hampshire Uniform Prudent Management of Institutional Funds Act (the Act) requires the Association to retain as a fund of perpetual duration ("underwater"). In accordance with GAAP, deficiencies of this nature that were reported in unrestricted net assets were \$71,218 at September 30, 2015. There were no such deficiencies at September 30, 2014.

### Spending Policy

The Association has interpreted the Act as allowing the Board of Trustees to appropriate for expenditure for the uses and purposes for which the endowment fund is established, unless otherwise specified by the donor, so much of the net appreciation, realized and unrealized, in the fair value of the assets of the endowment fund over the historic dollar value of the fund as is prudent. In doing so, the Board must consider the long and short-term needs of the Association in carrying out its purpose, its present and anticipated financial requirements, expected total return on its investments, price level trends, and general economic conditions. For the years ended September 30, 2015 and 2014, the Board retained all appreciation over 7% in its temporarily restricted net assets. Prior to 2013, all appreciation over 7% was retained in permanently restricted net assets.

## **5. Beneficial Interest in Perpetual Trusts**

The Association is a beneficiary of the Benjamin and Gertrude Couch, George Griffin, Jeanne C. and Walter W. Dwyer, and Thelma A. Larson Trusts, the assets of which are not in the possession of the Association. The Association has legally enforceable rights and claims to such assets, including the right to income therefrom. Consistent with the provisions of ASC Topic 958 Subtopic 605, related to accounting for contributions received and contributions made, these funds are included in the Association's financial statements. The fair value of the trust assets is reflected as an estimate of the present value of the future cash flows from the trusts and is reported as permanently restricted net assets. Appreciation of the trusts is not available for expenditure by the Association unless the trustee decides to appropriate it. Total contributions from these trusts were \$61,081 in 2015 and \$71,975 in 2014.

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

**6. Property and Equipment**

A summary of property and equipment follows:

	<u>2015</u>	<u>2014</u>
Leasehold improvements	\$ 1,855,310	\$ 837,864
Furniture and equipment	563,285	528,919
Information system equipment	<u>753,766</u>	<u>556,068</u>
	3,172,361	1,922,851
Less accumulated depreciation and amortization	<u>1,385,268</u>	<u>1,034,579</u>
Property and equipment, net	<u>\$ 1,787,093</u>	<u>\$ 888,272</u>

**7. Restricted Net Assets**

Temporarily restricted net assets are restricted to:

	<u>2015</u>	<u>2014</u>
Slusser Fund	\$ 661,022	\$ 734,171
Carpenter Fund	1,500	2,500
Ruby Raine Nydegger Fund	4,750	5,760
Vera Rollins Fund	5,000	5,000
Hospice Preparatory Course and Certification	1,582	1,982
Faith Sulloway Fund	35,084	34,935
Audrey Lindgren Fund	1,100,256	1,148,610
Hospice House renovations	88,917	-
Net appreciation of permanently restricted net assets	<u>-</u>	<u>18,515</u>
Total	<u>\$ 1,898,111</u>	<u>\$ 1,951,473</u>

Permanently restricted net assets are restricted to:

	<u>2015</u>	<u>2014</u>
Endowment funds		
General	\$ 1,136,357	\$ 1,136,357
Hospice House	823,377	823,377
Bishop Scholarship	20,543	20,543
Heston Hospice	463,244	463,244
Donahue Fund	32,199	32,199
Ruby Raine Nydegger Fund	32,282	32,282
Penacook Village Fund	<u>899,567</u>	<u>887,567</u>
	3,407,569	3,395,569
Trust funds held by others		
Fair value of investments held in trust by others	<u>1,182,212</u>	<u>1,247,415</u>
Total	<u>\$ 4,589,781</u>	<u>\$ 4,642,984</u>

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

**8. Concentrations of Credit Risk**

In 2015 and 2014, the Association generated approximately 86% and 84%, respectively, of its patient service revenues from the New Hampshire Medicaid and federal Medicare programs. Under these programs, the provider is reimbursed for the care of the qualified clients at amounts which may differ from its standard charges.

Due to the large concentration of clients who receive benefits from the Medicare and Medicaid reimbursement programs, the Association is highly dependent upon regulatory authorities establishing reimbursement rates that are adequate to sustain the Association's operations.

**9. Commitments and Contingencies**

**Leases**

In June 2008, the Association entered into a lease with 30 Pillsbury Street, LLC to lease office space commencing in March 2009 under an operating lease. The term of the lease is for fifteen years with the option to renew for two additional five-year terms. The lease also provides the option to purchase the office space at the end of the first seven years of the lease. Annual lease expense is approximately \$287,000. Under the terms of the lease, the Association was required to pay \$400,000 in advance for various building upgrades.

Future minimum lease payments under the lease as of September 30, 2015 are as follows:

2016	\$ 287,000
2017	287,000
2018	287,000
2019	287,000
2020	287,000
Thereafter	<u>969,000</u>
	<u>\$ 2,404,000</u>

Total lease expense was \$369,214 in 2015 and \$364,350 in 2014.

**Malpractice Insurance**

The Association carries malpractice insurance coverage under a claims-made policy through a group risk sharing arrangement with CRHC. The policy is a claims-made policy that includes basic liability, as well as excess liability coverage on varying levels. The cost of purchasing the coverage is shared between the entities that have entered into the risk sharing agreement.

Should the claims-made policy not be renewed or replaced with equivalent insurance, claims based on occurrences during its term, but reported subsequently, will be uninsured. The Association intends to renew its coverage on a claims-made basis and has no reason to believe that it may be prevented from renewing such coverage. The Association is subject to complaints,

# CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

## Notes to Financial Statements

September 30, 2015 and 2014

claims and litigation due to potential claims which arise in the normal course of business. GAAP requires the Association to accrue the ultimate cost of malpractice claims when the incident that gives rise to the claim occurs, without consideration of insurance recoveries. Expected recoveries are presented as a separate asset. The Association has evaluated its exposure to losses arising from potential claims and determined that no such accrual is necessary for the years ended September 30, 2015 and 2014.

### **Workers' Compensation Insurance**

Effective July 1, 2004, the Association purchased a large deductible workers' compensation insurance plan from Liberty Mutual. The plan purchases stop-loss insurance coverage for aggregate claims in excess of \$375,000. The Association changed to a fully-insured plan effective July 1, 2012.

In July 2012, the Association obtained a \$254,000 irrevocable letter of credit with Bank of New Hampshire to cover potential workers' compensation claims under its former large deductible plan with Liberty Mutual. Over time, the letter of credit has been reduced on projected remaining outstanding claims. In July 2015, the letter of credit was renewed for \$25,000. The letter of credit expires in July 2016. The Association has deposited funds with the financial institution as collateral for the letter of credit. The funds are invested in a one-year certificate of deposit.

### **10. Retirement Plan**

The Association sponsors a 401(k) profit sharing plan (Plan) that includes an Association match that covers employees who meet certain age and time requirements. Contributions to the Plan were \$587,784 for 2015 and \$535,839 for 2014.

### **11. Deferred Compensation Plans**

The Association has established two funded deferred compensation plans for the President/CEO. The plans are designed to defer a portion of annual compensation and provide payments, as determined by the plans, at disability, retirement, death, separation from service or for certain financial hardships. All amounts contributed and income earned under the funded plans are held in a trust and remain, until made available to the participant or designated beneficiary, the sole property and rights of the Association, and are included in other assets and other liabilities in the statements of financial position. In 2015, the President/CEO became fully vested in the 457(f) portion; accordingly, that plan was terminated and assets were distributed to the President/CEO.

Benefits under these plans are reported as expense in the statements of operations over the vesting period.

# CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

## Notes to Financial Statements

September 30, 2015 and 2014

### 12. Related Party Transactions

The Association engages in activities with CRHC and its subsidiaries on a regular basis. Services provided to affiliates by the Association include nursing services of \$111,776 for 2015 and \$106,969 for 2014. Services purchased from affiliates by the Association include information system support, telephone services, and supplies of \$889,020 for 2015 and \$598,369 for 2014. The Association owed Concord Hospital \$100,846 and \$114,512 as of September 30, 2015 and 2014, respectively. These amounts are included in accounts payable in the statements of financial position.

The Association also purchases pharmaceuticals from entities which are owned by a member of the Board of Trustees. Total purchases were \$591,090 in 2015 and \$477,033 in 2014. The Association owed these entities \$25,185 and \$30,525 as of September 30, 2015 and 2014, respectively, which was included in accounts payable in the statements of financial position.

### 13. Fair Value of Financial Instruments

ASC Topic 820 defines fair value as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants on the measurement date. ASC Topic 820 also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The standard describes three levels of inputs that may be used to measure fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

**CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.**

**Notes to Financial Statements**

**September 30, 2015 and 2014**

The following table sets forth by level, within the fair value hierarchy, the Association's assets measured at fair value on a recurring basis as of September 30:

	<b>2015</b>			
	<u>Carrying Amount</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 69,321	\$ 69,321	\$ -	\$ -
Mutual funds	4,344,444	4,344,444	-	-
U.S. Treasury notes	430,927	430,927	-	-
Equities	105,176	105,176	-	-
Exchange traded funds	11,403,882	11,403,882	-	-
Corporate bonds	<u>1,985,629</u>	<u>-</u>	<u>1,985,629</u>	<u>-</u>
	<b>18,339,379</b>	<b>16,353,750</b>	<b>1,985,629</b>	<b>-</b>
Beneficial interest in perpetual trusts	1,182,212	-	-	1,182,212
Assets to fund deferred compensation	<u>72,349</u>	<u>72,349</u>	<u>-</u>	<u>-</u>
<b>Total</b>	<b><u>\$19,593,940</u></b>	<b><u>\$16,426,099</u></b>	<b><u>\$ 1,985,629</u></b>	<b><u>\$ 1,182,212</u></b>
	<b>2014</b>			
	<u>Carrying Amount</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash and cash equivalents	\$ 1,323,138	\$ 1,323,138	\$ -	\$ -
Mutual funds	5,243,116	5,243,116	-	-
U.S. Treasury notes	1,218,978	1,218,978	-	-
U.S. Government bonds	72,654	72,654	-	-
Exchange traded funds	9,266,022	9,266,022	-	-
Corporate bonds	<u>1,683,982</u>	<u>-</u>	<u>1,683,982</u>	<u>-</u>
	<b>18,807,890</b>	<b>17,123,908</b>	<b>1,683,982</b>	<b>-</b>
Beneficial interest in perpetual trusts	1,247,415	-	-	1,247,415
Assets to fund deferred compensation	<u>440,103</u>	<u>440,103</u>	<u>-</u>	<u>-</u>
<b>Total</b>	<b><u>\$20,495,408</u></b>	<b><u>\$17,564,011</u></b>	<b><u>\$ 1,683,982</u></b>	<b><u>\$ 1,247,415</u></b>

Fair value of the investments is measured using quoted prices in active markets where available. Fair value of corporate bonds is primarily based on estimates using market prices of comparable securities.

CONCORD REGIONAL VISITING NURSE ASSOCIATION, INC.

Notes to Financial Statements

September 30, 2015 and 2014

Fair value of the beneficial interest in perpetual trusts is measured based on quoted market prices of the investments in the trusts, but is classified as Level 3 as there is no market in which to trade the beneficial interest itself.

Changes in the fair value of assets classified as Level 3 are comprised of the following:

Balance, October 1, 2013	\$ 1,217,120
Change in value	<u>30,295</u>
Balance, September 30, 2014	1,247,415
Change in value	<u>(65,203)</u>
Balance, September 30, 2015	\$ <u>1,182,212</u>

**CONCORD REGIONAL VISITING NURSE ASSOCIATION  
 DIRECTORY OF BOARD OF TRUSTEES 2016**

<u>Name</u>	<u>Mailing Address</u>	<u>Telephone/Fax/E Mail</u>
Bourgault, Patricia	Concord Eye Care 248 Pleasant Street, Suite 1600 Concord, NH 03301	224-2020 (W) <a href="mailto:pbourgau@crhc.org">pbourgau@crhc.org</a>
Broth, Mark T	Drummond Woodsum 1001 Elm Street, Suite 303 Manchester, NH 03101-1845	716-2895, Ext 211 (W) 520-4040 (cell) <a href="mailto:mbroth@dwmlaw.com">mbroth@dwmlaw.com</a>
Buck, Vera	Bernstein Shur Jefferson Mill Building 670 North Commercial Street Suite 108 - PO Box 1120 Manchester, NH 03105-1120	228-5591 (H) 665-8821 (W) 623-7775 (Fax)  <a href="mailto:vbuck@bernsteinshur.com">vbuck@bernsteinshur.com</a>
DeRosia, Deacon Winton	137 School Street Concord, NH 03301	<a href="mailto:deaconwinton@christthekingnh.org">deaconwinton@christthekingnh.org</a> 228-3898 (H)
Dufort, Michelline	40 Millstone Drive Concord, NH 03301	305-6040 <a href="mailto:mdufort@live.com">mdufort@live.com</a>
Eills, Andrew	Andrew Eills Law Office, PLLC 35 Pleasant Street Concord, NH 03301	224-6978 (H) 715-9188 (W) 568-3586 (Cell) <a href="mailto:Andrew@eillslaw.com">Andrew@eillslaw.com</a>
Fanaras, Charles J	The Prescription Center 125 North Main Street Concord, NH 03301	224-9591 (W) 224-5361 (Fax) <a href="mailto:Cfanaras@prescription-center.com">Cfanaras@prescription-center.com</a>
Fleischman, Marianne, MD	8 Deer Track Lane Concord, NH 03301	224-7572 <a href="mailto:marianne@fleischman.net">marianne@fleischman.net</a>
Greenan, Paul	Associated Grocers of New England 11 Cooperative Way PO Box 6000 Pembroke, NH 03275-6000	223-5430 (W) 401-0185 (C) <a href="mailto:PGreenan@agne.com">PGreenan@agne.com</a>
Lesko, Tim	Granite Investment Advisors 11 South Main St – Suite 501 Concord, NH 03301	410-6130 <a href="mailto:TLesko@GraniteInv.com">TLesko@GraniteInv.com</a>

<u>Name</u>	<u>Address</u>	<u>Telephone/Fax/E Mail</u>
Mullins, James	101 North State St Concord, NH 03301	340-0299 <a href="mailto:jay@carlsoninvest.com">jay@carlsoninvest.com</a>
Parkinson, Christopher	13 Wheeler Road Bow, NH 03304	227-2051 224-4256 (Fax) <a href="mailto:Cep617@comcast.net">Cep617@comcast.net</a>
Pollack, Jessica	25 Emerson Rd Concord, NH 03301	226-9614 731-2308 <a href="mailto:jspollack@comcast.net">jspollack@comcast.net</a>
Severance, Melvin	14 South Spring Street Concord, NH 03301	224-6708 (H) 624-8462 (W) <a href="mailto:mseverance@curbstonefinancial.com">mseverance@curbstonefinancial.com</a>
Slepian, Beth J	11 Bounty Court Salem, NH 03079	426-9786 410-9211 <a href="mailto:Beth.Slepian@crvna.org">Beth.Slepian@crvna.org</a>
Stevenson, Andrea M	100 Westchester Way Manchester, NH 03104	491-8628 (cell) <a href="mailto:Andi.stevenson@hotmail.com">Andi.stevenson@hotmail.com</a>

Marianne Fleischman, Chair  
 Mark Broth, Vice Chair  
 Mel Severance, Treasurer  
 Andrew Eills, Secretary  
 Beth J Slepian, President  
 Jessica Pollack, Rep at Large

Total; 16 Trustees including Beth J Slepian

# BETH J SLEPIAN

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30 Pillsbury Street, Concord, NH 03301  
Phone: 603-224-4093  
E-mail: beth.slepian@crvna.org

## Summary

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A dynamic leader with strong communication and interpersonal skills. Experienced in all levels of home care operations, including budgeting, strategic planning and personnel management. Proven ability to ensure high quality patient outcomes and patient satisfaction. Successful track record of leading complex organizational improvements efforts and implementation of best practices. Demonstrated ability to work throughout a continuum of care.

## Skill Highlights

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Proven leadership and communication skills  
Efficient and organized  
Quality and performance improvement  
Program development

Team building  
Marketing  
Fiscal management  
Strategic planning and alliances

## Professional Experience

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**Concord Regional VNA** Concord, NH  
**President/Chief Executive Officer**  
December 2015 to present

- Responsible to the Board of Trustees for the strategic operational and development activities of the agency's Home Care and Hospice Program, Hospice House, Private Duty Program and Community Health Services.

## Vice President Education and Clinical Compliance

April 2013 to December 2015

- Led the development and implementation of multiple initiatives and improvements including:
  - Comprehensive clinical and management orientation program for home care and hospice leading to enhanced onboarding and engagement in the organization
  - Transitional Care Nursing program for complex care clients expanding the medication reconciliation program to the Concord Hospital Medical Group complex patient population
  - Redesign of Paraprofessional program with emphasis on retention, staffing and implementation of technology for paraprofessional employees
  - Educational programs for all levels of staff focusing on compliance with Conditions of Participation, Life Safety Codes, licensure survey and all value-based quality metrics for home health and hospice
  - Process improvements for the agency's Clinical Review/Quality Team to improve Medicare reimbursement and quality outcome reporting
  - Behavioral Health Program resulting in the provision of services to clients with behavioral health diagnoses
  - Integrated Education Department to encompass the needs of both Home Care and Hospice
- Participant in the Granite Health Network Care Coordination Summit and quarterly meetings.
- Application of expertise in regulatory environment for both Home Care and Hospice to ensure compliance with rules and regulations.
- Developed and implemented educational programs for all staff levels.
- Oversee the clinical education and quality programs for Home Care and Hospice.
- Assist with the development of agency goals related to competency, education and quality.
- Implemented home care and hospice processes to ensure compliance with State and Federal requirements.
- Participated in the expansion of the DH Concord Medication Reconciliation program.
- Participate in budget projects, program reviews and cost/benefit analyses of clinical specialty programs and support services.

# BETH J SLEPIAN

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30 Pillsbury Street, Concord, NH 03301  
Phone: 603-224-4093  
E-mail: beth.slepian@crvna.org

## **Northeast Rehabilitation Health Network Salem, NH** **Administrator – NRH Home Care** May 2011 to April 2013

- Directed all daily operations of NRH Home Care to ensure that care is delivered according to the philosophy, goals, objectives, and policies and procedures of the department.
- Led agency to being named as a Top 500 agency by OCS Home Care in 2011 and 2012, based on its nationwide evaluation of over 11,000 agencies in the areas of financial performance, outcomes and patient satisfaction.
- Participated in the development of Network-wide strategic plan.
- Acted as liaison between governing body, network leadership, community and staff.
- Responsible for budgeting, planning and fiscal management of the department.
- Responsible for quality assessment activities /program evaluation.
- Compliance officer for Home Care and participation on the Network-wide Compliance Committee
- Developed and implemented marketing plans in conjunction with the marketing department.
- Led Network-wide projects in both project management and facilitator roles.
- Responsible for successful CMS and Joint Commission Surveys

## **Clinical Director – NRH Home Care** March 1995 to May 2011

- Responsible for Budgeting, Performance Improvement, Corporate Compliance and HHCAHPS.
- Oversight of quality assessment/program evaluation.
- Compliance officer for Home Care and Participation on the Network-wide Compliance Committee
- Responsible for all aspects of Joint Commission and CMS surveys.
- Responsible for daily operations of Home Care Department including: staff supervision, patient assignment, insurance verification, and billing.
- Planned and implemented conversion to computerized Home Care Electronic Medical Record.
- Provided direct patient care as needed.

## **Physical Therapist – NRH Home Care** February 1994 to March 1995

## **New Hampshire Rehabilitation Hospital Concord, NH** **Director of Physical Therapy** September 1992 to January 1994

- Established an Inpatient/Outpatient Physical Therapy Department in a free standing 50-bed rehabilitation hospital.
- Responsible for staff development and supervision, and the development of departmental and hospital wide policies and procedures.
- Implemented quality assurance program.
- Other duties included: Daily departmental operations, program development of Stroke and Amputee programs and preparation for CARF and JCAHO surveys.
- Provided direct patient care.

## **Northeast Rehabilitation Hospital Salem, NH** **Stroke Program Director** December 1990 to September 1992

## **Senior Staff Physical Therapist** July 1990 to December 1990

## **Staff Physical Therapist** July 1987 to July 1990

# BETH J SLEPIAN

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30 Pillsbury Street, Concord, NH 03301  
Phone: 603-224-4093  
E-mail: beth.slepian@crvna.org

## Community/Committee Participation

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- National Government Services (CMS contractor) Provider Outreach and Education Advisory Group for Home Health and Hospice
- National Association For Home Care March on Washington: Advocacy on Capitol Hill with members of Congress- NH Delegation
- National Hospice and Palliative care Organization Advocacy Sessions on Capitol Hill – NH Delegation
- Home Care Association of New Hampshire
  - Lead monthly State-wide Rehabilitation Director meetings focused on improving outcomes and delivery of care.
  - Member of Legislative Committee
  - Member of Education Committee
- VNAA Quality Council
- VNAA Operational Best Practices Work Group
- VNA Health Systems of Northern New England ICD-10 Implementation group
- NH Stroke Collaborative
- NH Falls Task Force

## Licensure: Physical Therapist

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New Hampshire # 964  
Massachusetts #7222

## Education

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**New England College** – Expected Graduation May 2017  
Masters of Business Administration  
Concentration: Non-Profit Leadership

**University of Vermont** May 1987  
Bachelor of Science - Physical Therapy

## Professional Membership

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American Physical Therapy Association

# Violet M. Rounds

**Experience** 1993-Present Concord Regional Visiting Nurse Association  
Concord, NH 03301

**Chief Financial Officer – Vice President Administrative Services**

- Oversight of finance, payroll, billing and information technology services
- Provides necessary financial information and analysis to monitor agency operations
- Directs all financial business operations and implements financial policies
- Oversees all accounting systems and cost controls
- Coordinates preparation of the budget; monitors allocation of funds and budget variations
- Provides leadership in strategic, financial and information system planning
- Manages the Utilization Review Department
- Oversees administrative support functions for clinical data entry

1991-1993 New Dartmouth Bank Concord, NH

**Vice President – Retail Banking Regional Manager**

- Managed 5 Retail Banking Offices; New Business Development Officer
- Small Lending Officer
- Managed Budget including expenses and new deposit development

1973–1991 New Hampshire Savings Bank Concord, NH

**Senior Vice President Retailing Banking and Operations**

- Responsible for 28 Retail Banking Officers with a deposit base of \$1.3 Billion
- Managed the Operations and Data Processing Center
- Oversight for 80% of the Banking staff (320 employees)
- Member of the Senior Management Team
- Member of the Asset Liability Committee responsible for deposit rate setting and strategic planning for acquisition of new business

**Vice President Retail Banking, Assistant Vice President Retail Banking**

- Held many positions from Teller to VP in Retail Banking Operations

**Education** 1997 New Hampshire College Manchester, NH

- MBA

1991 University System of NH Manchester, NH

- B.G.S. Business Administration

**Affiliations** Concord Housing Authority, Board Vice Chair, Fellowship House, Past Board Member/Chair, March of Dimes, Former Treasurer, Home Care Association, Former Trustee and Treasurer, US Attorney’s office, Expert Witness

**Concord Regional Visiting Nurse Association**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Beth Slepian	CEO	\$220,000.00	0	0
Violet Rounds	CFO	\$179,629.00	0	0



STATE OF NEW HAMPSHIRE  
 DEPARTMENT OF HEALTH AND HUMAN SERVICES  
 OFFICE OF BUSINESS OPERATIONS  
 BUREAU OF CONTRACTS & PROCUREMENT

Jeffrey A. Meyers  
 Commissioner

Eric D. Borrin  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9558 1-800-852-3345 Ext. 9558  
 Fax: 603-271-8431 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 2, 2016

Megan Yaple  
 NH Department of Justice  
 Office of the Attorney General  
 33 Capitol Street  
 Concord, New Hampshire 03301

Dear Attorney Yaple,

Please review the attached contract between the Department of Health and Human Services and Concord Regional Visiting Nurse Association, Inc. (Vendor #174069), 30 Pillsbury Street, Concord, NH, 03301. The Agreement has been signed by the Department's Senior Director of Network Management and an authorized signor for the Vendor. The Vendor will provide speech therapy services, in an amount not to exceed \$9,975, retroactive to July 1, 2015, through June 30, 2017, effective upon the date of Attorney General approval. The source of funds are 28% Federal Funds, 32% General Funds, and 40% Other Funds.

I am asking that you review and sign off on the contract, as the speech therapy services are under \$10,000 and do not need further action by the Governor and Executive Council in accordance with the Department of Administrative Services (DAS), Manual of Procedures (MOP), Section IV, Service Contracts, Paragraph A (3).

The remainder of this letter is presented in the format typical of most Governor and Executive Council letters, so that you might have some context for your review.

Funds are available in the following account for State Fiscal Years 2016 and 2017 with authority to adjust encumbrances between State Fiscal Years, through the Budget Office if needed and justified without further approval from Governor and Council.

**05-95-92-920010-7003 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SVCS, HHS: BEHAVIORAL HEALTH – DIV OF, DIV OF BEHAVIORAL HEALTH, COMMITMENT COSTS**

Fiscal Year	Class/Object	Class Title	Current Budget Amounts
2016	102-500732	Contracts for Program Services	\$4,935
2017	102-500732	Contracts for Program Services	\$5,040
		Grand Total	\$9,975

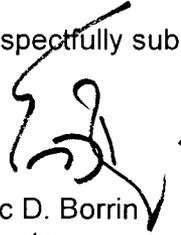
**EXPLANATION**

Approval of this Agreement will allow the Department to provide speech therapy services to clients admitted to New Hampshire Hospital. The Vendor has the necessary skills and demeanor to work successfully with behavioral health clients.

Area served: New Hampshire Hospital's Acute Psychiatric Services Building.

Source of funds: 28% Federal Funds from the United States Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program, Catalog of Federal Domestic Assistance (CFDA) #93.778, 32% General Funds, and 40% Other Funds (Provider Fees).

Respectfully submitted,



Eric D. Borrin  
Director

Subject: Speech Therapy Services

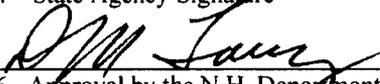
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Concord Regional Visiting Nurse Association, Inc.		1.4 Contractor Address 30 Pillsbury Street Concord, NH 03301	
1.5 Contractor Phone Number 603-224-4093	1.6 Account Number 05-095-094-940010-87500000-101-500729	1.7 Completion Date June 30, 2017	1.8 Price Limitation \$9,975.
1.9 Contracting Officer for State Agency Eric Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Beth J Slepian President/CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Merrimack</u> On <u>1/22/2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or <del>Justice of the Peace</del> <div style="display: flex; align-items: center;"> <span style="margin-right: 10px;">[Seal]</span>  </div>			
1.13.2 Name and Title of Notary or <del>Justice of the Peace</del> <u>Linda S. Hewelling, Chief Human Resource Officer</u>			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory DAWN TOYZIN DIRECTOR NETWORK MANAGEMENT	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>2/12/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

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

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

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

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.  
5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.  
5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

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

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

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

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

**7. PERSONNEL.**

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

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

Contractor Initials *ESD*  
Date *1/22/16*

Agreement. This provision shall survive termination of this Agreement.

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

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

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

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

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

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

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

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

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

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



## 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.

### 2. Scope of Services

- 2.1. The Contractor shall provide speech therapy services by a New Hampshire licensed speech therapist(s) and provide New Hampshire Hospital a copy of said license(s) within 5 days of the effective date of the contract.
- 2.2. The Contractor shall accept clients referred from New Hampshire Hospital.
- 2.3. The Contractor shall provide speech therapy services as directed by the New Hampshire Hospital's Medical Staff (from hereinafter referred to as Medical Staff).
- 2.4. The Contractor shall at a minimum, submit for Medical Staff's approval, a speech therapy evaluation on the client as follows:
  - 2.4.1. Conduct an examination of the client's speech, language, cognitive-communication, voice, swallowing, fluency and/or other related speech disorder that limits their ability to communicate and/or that affects their health.
  - 2.4.2. Diagnose the client's speech disorder.
  - 2.4.3. Develop a plan using techniques to treat the client's speech disorder; and/or
  - 2.4.4. Develop a plan, as needed for the client, to prevent the speech disorder before it occurs.
- 2.5. The Contractor shall provide speech therapy services to the client according to the speech therapy plan, approved by the Medical Staff, and on site at the New Hampshire Hospital.
- 2.6. The Contractor shall submit a speech therapy re-evaluation, for Medical Staff's approval, at the end a client's treatment to either discharge the client from speech therapy or to modify or continue therapy services to achieve the anticipated goals and outcomes.
- 2.7. The Contractor shall develop and implement speech therapy discharge plans with the client and Medical staff at New Hampshire Hospital.



Exhibit A

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- 2.8. The Contractor shall maintain records that include at a minimum the client's name and medical record number, date, time, duration of therapy, description of the treatment, and client's progress.
  - 2.9. The Contractor agrees to a Criminal Background Check.
  - 2.10. The Contractor shall complete the required orientation of New Hampshire Hospital's policies and safety requirements.



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**Method and Conditions Precedent to Payment**

1. The State shall pay the Contractor an amount not to exceed the Price Limitation, block 1.8, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The Agreement is funded by the New Hampshire General Funds, Other Funding (Provider Fees) and by federal funds made available under the Catalog of Federal Domestic Assistance (CFDA), as follows:
  - 2.1. CFDA # 93.778, U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services, Medical Assistance Program
  - 2.2. The Contractor agrees to provide the services in Exhibit A Scope of Services in compliance with the funding requirements.
3. Payment for said services shall be made as follows:

The Contractor will submit an invoice by the tenth working day of each month, which identifies and requests reimbursement for authorized expenses incurred in the prior month. 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.

The invoice must be submitted to:  
Financial Manager  
New Hampshire Hospital  
36 Clinton Street  
Concord, NH 03301
4. The Contractor shall include on the invoice the following information: the client's Medical Record Number, date(s) of service, number of hours worked per client, and total hours for the billing period
5. Fee Schedule:
  - 5.1. The Contractor will be reimbursed at \$105 per hour.
  - 5.2. If the Contractor works less than a full hour, then the hourly rate will be prorated at 15 minute intervals of actual work completed.
6. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.



**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;

New Hampshire Department of Health and Human Services  
Exhibit C



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

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

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: Concord Regional VNA

1/22/16  
Date

Beta J. Stepien  
Name: Beta J. Stepien  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: CONCORD Regional VNA

1/22/16  
Date

Beth J. Stepien  
Name: Beth J Stepien  
Title: President/CEO



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: Concord Regional VNA

1/22/16  
Date

Beth J Stepien  
Name: Beth J Stepien  
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

*[Signature]*

Date

*1/22/16*

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: Concord Regional VNA

1/22/16  
Date

Beth J. Stepien  
Name: Beth J Stepien  
Title: President/CEO

Exhibit G

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

Contractor Initials BJS



**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: Concord Regional VNA

1/22/16  
Date

Beth J. Stepien  
Name: Beth J. Stepien  
Title: President/CEO



Exhibit I

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

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

**(1) Definitions.**

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

*[Handwritten Signature]*

*1/22/16*



Exhibit I

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

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

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

*[Signature]*  
1/22/14



Exhibit I

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

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

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

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

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

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

*[Signature]*  
1/22/16



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



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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



Exhibit I

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

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

Department of Health & Human Services  
The State

Concord Regional VNA  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

[Signature]  
Signature of Authorized Representative

Dawn M. Touzin  
Name of Authorized Representative

Beth J. Stepien  
Name of Authorized Representative

Sec. Dir. Network Management  
Title of Authorized Representative

President / CEO  
Title of Authorized Representative

2/8/16  
Date

1/22/16  
Date



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

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

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

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

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

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

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

Contractor Name: Coverd Regional VNA

1/22/16  
Date

Beth J Stepien  
Name: Beth J Stepien  
Title: President/CEO



**FORM A**

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

1. The DUNS number for your entity is: 095520417
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

Name: _____	Amount: _____



Exhibit K

**New Hampshire Hospital Compliance Requirements**

1. The Contractor certifies that they are not on, or subject to, Medicaid/Medicare sanctions list.
2. The Contractor agrees to:
  - 2.1. Abide by the State of New Hampshire, federal, and Joint Commission Standards on confidentiality of patient information and to his/her professional code of ethics.
  - 2.2. Accept responsibility to maintain the Contractor's staff health records, such as but not limited to, verification of Tuberculin skin tests (TST) screening or symptom review screening.
  - 2.3. Maintain valid licenses and/or certifications applicable to the service being provided.
  - 2.4. Comply with the New Hampshire Hospital's zero tolerance policy regarding the use of alcoholic beverages, unauthorized prescription medications, excessive over-the-counter medications and controlled substances on the campus. Violation of this policy shall not be tolerated and may result in the immediate termination of this contract.
  - 2.5. Comply with New Hampshire Hospital's commitment to the maintenance of a work environment that is safe and free of threat for all employees, patients, students, volunteers, contractors, consultants and visitors. Violence or threats of violence shall not be tolerated. All instances of such behavior shall be investigated and if necessary prosecuted to the full extent of the law.
  - 2.6. Comply with Department's policy, Sexual Harassment in the Workplace and the State of New Hampshire Policy on Sexual Harassment. All allegations of sexual harassment or retaliation shall be promptly and thoroughly investigated.
  - 2.7. Be trained in fire and emergency procedures. In case of fire or other emergency, you shall be instructed in the appropriate response and must follow the approved procedures.
  - 2.8. Comply with the New Hampshire Hospital's policy on professional/ workplace boundaries to provide a safe and therapeutic environment for patients. A boundary is a limit or margin that describes the way in which one interacts and/or communicates with patients. Professional boundaries are the spaces between staff power and patient vulnerability. Establishing boundaries allows staff to control this power differential providing a safe connection to meet patient needs. Failure to maintain a boundary by becoming overly involved in a manner that has potential to compromise patient care is a violation of this policy. Boundary violations may be emotional, physical, spiritual, financial or sexual in nature and may be brief extended intentional or accidental. Behaviors that can be considered boundary violations include, but are not limited to:
    - 2.8.1. disclosure of personal information i.e. phone number, details of marital status, family issues, job or disciplinary actions
    - 2.8.2. seeking of social relationships including after discharge

*SJP*



Exhibit K

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- 2.8.3. giving or receiving personal gifts
  - 2.8.4. initiating personal correspondence
  - 2.8.5. Inappropriate touching
  - 2.8.6. sexual relationship
- 2.9. Interact with patients with dignity and respect within a continuum of professional behavior having boundaries that support a return to health. Additionally, professionals are expected to maintain the necessary workplace behaviors and attitudes required by the ethical standards of their professional discipline.
- 2.10. Provide each patient at New Hampshire Hospital a right to confidentiality and privacy of their clinical record. That right extends to the fact of their hospitalization. Information about a patient may be shared among Hospital staff members only insofar as it is necessary for the patient's treatment or in the course of professional education. Under no other circumstances may information be shared except with the informed consent of the patient or a person authorized to give consent in the patient's behalf. In accordance with the Hospital confidentiality policy, authorized volunteers, students and trainees and consultants are considered members of the Hospital staff.
- 2.11. Under equal obligation to treat as confidential any information they may acquire, by any means, about a patient or former patient. Any breach of confidentiality is a serious offense and grounds termination of this agreement. I have read, understand, and agree to abide by the provisions and obligations contained in this Agreement and also understand that the policies on these matters are available from my immediate supervisor.

*[Handwritten initials]*

*[Handwritten date]* 7/22/16