



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

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
 Commissioner

Nancy L. Rollins
 Associate
 Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
 603-271-4488 1-800-852-3345 Ext. 4488
 Fax: 603-271-4902 TDD Access: 1-800-735-2964

May 28, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$69,936.00 with Central New Hampshire VNA and Hospice (Vendor Code 177244-B001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

Funds to support this request are anticipated to be available in the following account in State Fiscal Year 2014 and State Fiscal Year 2015 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust the amounts within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council

100% Federal

05-95-93-930010-7858 DEPT. OF HEALTH AND HUMAN SERVICES, HHS: DEVELOPMENTAL SERVICES-DIV OF, DIV OF DEVELOPMENTAL SVSC, SOCIAL SERVICES BLOCK GRANT DD

Class/Account	Description	SFY 2014 Amount	SFY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$34,968.00	\$34,968.00	\$69,936.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 3 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) PIH Regions that together provide services statewide. Each Region maintains a family council made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a collective voice for families

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and the Honorable Council

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who know the issues of raising children with chronic health conditions. In addition, each PIH site provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 80-100 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website, on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 21, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, Central New Hampshire VNA and Hospice was selected to provide services to children and families residing in Region 3. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 80-100 children and their families will not have access to support for community integration, financial assistant, or case management related to their child's chronic health condition.

This agreement contains a provision to extend this award for up to two additional years contingent upon satisfactory service, sufficient funding and the approval of the Governor and Executive Council.

The total agreement price for SFY 2014 is not to exceed \$34,968.00 and for SFY 2015 is also not to exceed \$34,968.00.

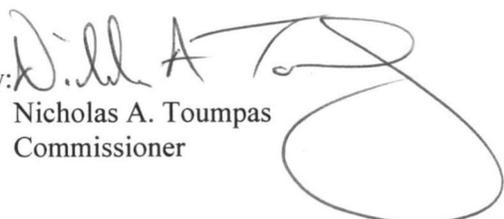
Area served: Partners In Health Region 3. A list of cities and towns to be served is attached.

Source of funds: 100% Federal funds through the Social Services Block Grant.

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

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by: 
Nicholas A. Toumpas
Commissioner

FY 2014-15

Family Support Services for Children and Adolescents with Chronic Health Conditions

REGION 3

Central New Hampshire VNA & Hospice

NEW HAMPSHIRE PARTNERS IN HEALTH REGIONAL SITES

REGION 1 – BERLIN

Child & Family Services
25 Main Street
Lancaster, NH 03584

REGIONS 2 and 12–UPPER VALLEY

Child & Family Services
3 Atwood Avenue
Lebanon, NH 03784

REGION 3 – LACONIA

Central NH VNA & Hospice
780 North Main Street
Laconia, NH 03246

REGION 4 – CONCORD

Community Bridges
2 Whitney Road
Concord, NH 03301

REGION 4 – KEENE

Monadnock Developmental Services
121 Railroad Avenue
Keene, NH 03431

REGION 6 – NASHUA

Gateways Community Services
144 Canal Street
Nashua, NH 03064

REGION 7 – MANCHESTER

VNA of Manchester and Southern NH
1040 Holt Avenue, Suite 1400
Manchester, NH 03109

REGION 8 - PORTSMOUTH

Families First of the Greater Seacoast
100 Campus Drive, Suite 12
Portsmouth, NH 03801

REGION 9 - DOVER

Community Partners
113 Crosby Road, Suite 1
Dover, NH 03820

REGION 10 - DERRY

Gateways Community Services
144 Canal Street
Nashua, NH 03064

REGION 11 - CONWAY

White Mountain Community Health Services
P O Box 2800
Conway, NH 03818

REGION 13 - LITTLETON

Child and Family Services
28 Lafayette Avenue
Littleton, NH 03561

FY 2014-15

Family Support Services for Children and Adolescents with Chronic Health Conditions

REGION 3

Central New Hampshire VNA and Hospice

PERFORMANCE MEASURE

EXPECTED OUTCOME

Implement policies, procedures, standards and practices to maintain consistent, quality, effective and appropriate services in accordance with policies and procedures as defined by the Special Medical Services Section.

At least 80% of families receiving supports through PIH whose records are reviewed by SMS (in a 10-20% random sample during an onsite review) will have an action plan with timelines and documentation reflecting that the identified supports are being/have been implemented as planned.

Maintain a system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

At least 80% of families receiving supports through PIH and responding to a satisfaction survey distributed, collected and analyzed by PIH, will indicate satisfaction with the program as measured by "agree" or "strongly agree" responses to two questions in the survey: "I am pleased with the help I get from this program" and "I received high quality services from this program".

Coordinate the day-to-day management of the regional Partners in Health Site. Management consists of assessment, planning, implementation and evaluation of services delivered, including supervision of the Family Support Coordinator.

PIH Family Support Coordinators will report being well-supported by Lead Agencies as measured by an 80% rate of "yes" responses (vs. "Could be better" or "No") to each of 4 questions in an SMS onsite interview; the specific questions relate to initial orientation/supervision, job-related training, clear communication as to job expectations, and accessibility and helpfulness of staff.

All care provided shall be culturally appropriate for diverse populations of children and families.

Translators and linguistically appropriate materials will be provided; training in cultural competence will be provided for all staff.

* The Special Medical Services Section maintains a Service Utilization Database for recording the activity of all contractors and State of New Hampshire personnel on a monthly basis. Each professional provider submits a monthly report and a detailed encounter sheet for individual contacts with Special Medical Services' clients. In addition, annual reports based on the Scope of Services component of the contract are required of each contractor and chart audits are done on a random basis for the purpose of continuous quality improvement.

FY 2014 – 2015
Family Support Services for Children and Adolescents with Chronic Health Conditions

Region 3
Central New Hampshire Visiting Nurse Association and Hospice

TOWN AND CITIES SERVED

Alexandria	Alton	Ashland	Barnstead
Belmont	Bridgewater	Bristol	Campton
Center Harbor	Ellsworth	Gilford	Gilmanton
Groton	Hebron	Holderness	Laconia
Meredith	New Hampton	Plymouth	Rumney
Sanbornton	Thornton	Tilton	Wentworth

SCORING SUMMARY SHEET
REQUEST FOR APPLICATIONS
FAMILY SUPPORT SERVICES FOR CHILDREN AND ADOLESCENTS
WITH CHRONIC HEALTH CONDITIONS

Applicant: *Central New Hampshire Visiting Nurse Association and Hospice
Region 3, Partners In Health Program

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>37</u>
2. Program Structure/Plan of Operation	(45 points)	<u>38</u>
3. Budget and Justification	(10 points)	<u>4</u>
4. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>83</u>

Reviewers:

Kathy Cahill, RN, MS, Public Health Program Manager, Clinical Coordinator, Special Medical Services Section

Linda Graham, MS, Administrator II, Family Centered- Early Supports and Services, Bureau of Developmental Services

Sharon Kaiser, RN, BS, Early Childhood Systems Program Specialist, Special Medical Services Section

*This was the only proposal received, for Family Support Services for Children and Adolescents with Chronic Health Conditions, for this service area.

Region	Agency Name	Average Bid Score	Contract Award SFY 2014	Contract Award SFY 2015
Region 1 - Berlin	Child and Family Services	93	\$42,637.00	\$42,637.00
Region 3 - Laconia	Central New Hampshire VNA and Hospice	83	\$34,968.00	\$34,968.00
Region 4 - Concord	Community Bridges	94	\$35,775.00	\$35,775.00
Region 5 - Keene	Monadnock Developmental Services	72	\$34,968.00	\$34,968.00
Region 6 - Nashua	Gateways Community Services	88	\$34,968.00	\$34,968.00
Region 7 - Manchester	VNA Home Health and Hospice Services, Inc.	74	\$75,000.00	\$75,000.00
Region 8 - Portsmouth	Families First of the Greater Seacoast	85	\$34,968.00	\$34,968.00
Region 9 - Dover	Community Partners	96	\$34,968.00	\$34,968.00
Region 10 - Derry	Gateways Community Services	85	\$34,968.00	\$34,968.00
Region 11 - Conway	White Mountain Community Health Center	64	\$34,968.00	\$34,968.00
Regions 2 & 12 - Claremont and Lebanon	Child and Family Services	93	\$43,527.00	\$43,527.00
Region 13 - Littleton	Child and Family Services	93	\$39,233.00	\$39,233.00

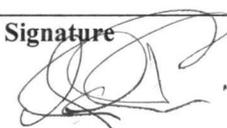
Subject: Family Support Services for Children and Adolescents with Chronic Health Conditions - Laconia Site

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 & Human Services Special Medical Services Section Bureau of Developmental Services Division of Community Based Care Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Central New Hampshire VNA & Hospice		1.4 Contractor Address 780 North Main Street Laconia, NH 03246	
1.5 Contractor Phone Number 603-524-8444	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$69,936.00
1.9 Contracting Officer for State Agency Nancy L. Rollins, Associate Commissioner		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory John Giere, President	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>April 5, 2013</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace <u>Elizabeth C. Long</u> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Elizabeth C Long, Notary</u>			
1.14 State Agency Signature <u>Nancy L. Rollins</u>		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By: <u>John P. Herick, Attorney</u> On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

Contractor Initials: 
Date: 4-5-13

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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

CERTIFICATE OF VOTE

I, Sylvia Countway, of Central New Hampshire VNA & Hospice do hereby certify that:

- 1. I am duly elected Secretary of the Board of Trustees at Central New Hampshire VNA & Hospice
- 2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Trustees of Central New Hampshire VNA & Hospice held on February 22, 2011.

RESOLVED: That this Corporation enter into contracts with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services,

RESOLVED: That the President, Vice President or Treasurer elected by the Board of Trustees is hereby authorized on behalf of this Corporation 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.

John Giere, President
Susan Dagoumas, Treasurer

Headley "Lee" White, Vice President

Are the duly elected officers of the corporation.

- 3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 5, 2013.

IN WITNESS WHEREOF, I have hereunto set my hand as the Secretary of the corporation this 5th day of April, 2013

Sylvia Countway
Signature of Secretary of the Corporation

(corporate seal)

STATE OF NH
COUNTY OF BELKNAP

The foregoing instrument was acknowledged before me this 5th day of April, 2013 by Sylvia Countway

Elizabeth C. Long
Notary Public/Justice of the Peace
My commission expires: 9-9-14

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

DATE: Commencing upon date of Governor and Council approval or July 1, 2013, whichever is later, through June 30, 2015.

CONTRACT PERIOD: July 1, 2013 to June 30, 2015

CONTRACTOR:

NAME: Central New Hampshire VNA & Hospice

ADDRESS: 780 North Main Street

Laconia, NH

03246

TELEPHONE: 603-524-8444

FAX: 603-527-8217

EMAIL: mfranckhauser@centralvna.org

EXECUTIVE DIRECTOR: Margaret Franckhauser, RN, MS, MPH

The Family Support Services/Partners in Health Program contracted through the Special Medical Services Section will focus on services that maintain and improve the system of comprehensive family support services and community/regional resources to address the needs of children with chronic health conditions (birth to 21 years of age) and their families.

1. General Provisions:

- 1 The **Contractor** shall take primary responsibility for coordinating the day-to-day management of the regional Partners in Health site for Region 3 as described in He-M 523.
- 2 Management consists of assessment, planning, implementation, and on-going evaluation of services delivered.
- 3 The **Contractor** shall consult with the Special Medical Services Section regarding planning, resource location, service design, and coordination of community-based services.
- 4 Program activities include attendance at Lead Agency Supervisor Meetings quarterly and Family Support Coordinator Meetings monthly, as well as meetings held at other locations;

and additional activities as assigned by the Administrator or designee of the Special Medical Services Section.

- 5 In the event of a vacancy in any of the Family Support Coordinator positions, the **Contractor** shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.
 - 5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.
 - 5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.
 - 5.3 The **Contractor** shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.
 - 6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.
 - 7 The **Contractor** provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.
2. Required activities of the **Family Support Services/Partners in Health Program** shall include, but not be limited to, the following:
- 2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.
 - 2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.
 - 2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.
 - 2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.
 - 2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

facing families of children with chronic health conditions. Incorporate and emphasis on promotion of coordinated transitions, autonomy, need for referral, and continuity of service.

- 2.6. Maintain client record confidentiality information and assure that services are provided in accordance with policies and procedures of the Special Medical Services Section.
- 2.7. Provide effective and evidence based family support practices.
 - Promote and support the values and philosophy of PIH; ensure the provision of flexible services using the elements of Family Centered Care with an approach that builds on strengths and promotes action planning, including Motivational Interviewing, Coaching, Person-Centered Planning, SMART (Specific, Measurable, Achievable, Realistic, Timely) goals or other approved evidenced-based approaches for behavioral change;
 - Integrate family support services with other agency services in region;
 - Incorporate the family support program within the agency's administrative structure;
 - Support a full time (35 hours or more per week) Family Support Coordinator;
 - Collaborate with the Family Council in assessing, designing, and implementing family-centered services;
 - Promote community/regional participation in designing services and providing resources for families and children; and,
 - Collaborate and promote networking and community building with other PIH sites, other systems of family support, and other community agencies in the region.
- 2.8. Provide educational opportunities to families, and training and support activities to Family Councils.
- 2.9. Continue to identify ways to expand financial supports of unmet needs of families of children with chronic health conditions, and related resource development.
- 2.10. Respond to emerging issues identified by state agencies, communities, Family Councils, and families in collaboration with the State Council, Special Medical Services, and the Stakeholder group.
- 2.11. Participates in the planning, development and evaluation of program goals and objectives in conjunction with the Special Medical Services Section's administrative staff.
- 2.12. Participates with the Special Medical Services Section in developing, implementing and revising quality assurance activities and standards of care.
- 2.13. Documents family support activities monthly and annually through timely completion and submission of encounter and activity data utilizing the format approved by the Special Medical Services Section.
- 2.14. Completion of year-end summary of fiscal activities.

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$69,936.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. 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 noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The **Contractor** shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$40,443.00 for each fiscal year covered under this contract.

Contractor Initials: 

Date: 4-5-18

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. 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:

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. 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.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party fundors for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than

such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party fundors, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 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:

9. 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:

9.1 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.

9.2 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.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within nine months 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.

10.1 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.

10.2 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.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be

disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 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.

12.2 Final Report: A final report shall be submitted within sixty (60) 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.

13. 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.

14. 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:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, Division of Community-Based Care 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.

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.

SPECIAL PROVISIONS – 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.

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

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, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

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 any 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, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Debarment, Suspension or Other Responsibility Matters

If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with the provisions of Section 319 of the Public Law 101-121, Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions; with the provisions of Executive Order 12549 and 45 CFR Subpart A, B, C, D and E, Section 76, regarding Debarment, Suspension and Other Responsibility Matters, and shall complete and submit to the State the appropriate certificates of compliance upon approval of the Agreement by the Governor and Council.

4. The following paragraphs shall be added to the General Provisions of this agreement:

"22.1. Records and Accounts Between the Effective Date and the date seven (7) years after the Completion Date, the Contractor shall keep detailed accounts of all expenses incurred in connection with the Services including, but not limited to, costs of administration, transportation, insurance, telephone calls and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents."

"22.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Contractor's normal business hours and as often as the State shall demand, the Contractor shall make available to the State all records pertaining to matters covered by this agreement. The Contractor shall permit the State to audit, examine and reproduce such records and to make audits of all invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined) and other information relating to all matters covered by this agreement. As used in this paragraph, "Contractor" includes all persons, natural or fictional, affiliated with, controlled by or under common ownership with, the entity identified as the Contractor in Block 1.3 of these General Provisions."

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2009 and terminate on June 30, 2011, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. 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 identified in block 1.6, or any other account, in the event funds are reduced or unavailable.”

NH Department of Health and Human Services

STANDARD EXHIBIT D

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
- (a) 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;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

Contractor Initials: 
Date: 4-5-13

- (c) 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);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (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;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (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
 - (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;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

(B) 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)

780 North Main Street, Laconia, NH 03246

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

Central New Hampshire VNA & Hospice	From: 7/1/2013 To: 6/30/2015
(Contractor Name)	(Period Covered by this Certification)

John Giere, President
 (Name & Title of Authorized Contractor Representative)

	4-5-13
(Contractor Representative Signature)	(Date)

Contractor Initials: 
 Date: 4-5-13

NH Department of Health and Human Services

STANDARD EXHIBIT E

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):

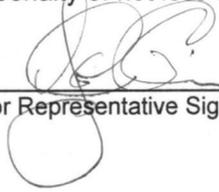
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

Contract Period: July 1, 2013 through June 30, 2015

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 Representative Signature)

John Giere, President

(Authorized Contractor Representative Name & Title)

Central New Hampshire VNA & Hospice
 (Contractor Name)

4-5-13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

**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.

Contractor Initials: 

Date: 4-5-13

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

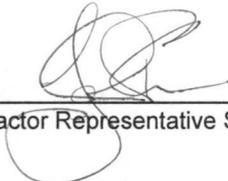
- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - (b) 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;
 - (c) are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - (d) 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.
- (2) 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

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:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) 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).

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.

	John Giere, President
_____ (Contractor Representative Signature)	_____ (Authorized Contractor Representative Name & Title)
Central New Hampshire VNA & Hospice	4-5-13
_____ (Contractor Name)	_____ (Date)

Contractor Initials:  _____
Date: 4-5-13 _____

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

1. By signing and submitting this proposal (contract) the Contractor agrees to make reasonable efforts to comply with all applicable provisions of the Americans with Disabilities Act of 1990.



(Contractor Representative Signature) John Giere, President
(Authorized Contractor Representative Name & Title)

Central New Hampshire VNA & Hospice 4-5-13

(Contractor Name) (Date)

NH Department of Health and Human Services

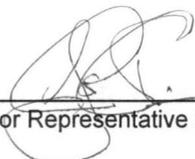
STANDARD EXHIBIT H

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 Representative Signature)

John Giere, President

(Authorized Contractor Representative Name & Title)

Central New Hampshire VNA & Hospice

(Contractor Name)

4-5-13

(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY 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 and those parts of the HITECH Act 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.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- 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.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 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 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- 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, unreasonable, 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) **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, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do 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 HITECH Act, Subtitle D, Part 1, Sec. 13402 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 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. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. 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.
- d. 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)b and (3)k herein. 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 pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. 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.
- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. 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.
- k. 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 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 standard provision #10 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, and the HITECH Act as 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 and the HITECH Act.
- 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 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Division of Community-Based Care Services
Bureau of Dev. Services, Special Medical Services
The State Agency Name

Central New Hampshire VNA & Hospice
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

John Giere
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

31 May 2013
Date

4-5-13
Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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.

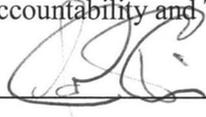
In accordance with 2 CFR Part 170 (*Reporting Subaward and Executive Compensation Information*), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

- 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:
 - a. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
 - b. 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 Representative Signature)	John Giere, President _____ (Authorized Contractor Representative Name & Title)
Central New Hampshire VNA and Hospice _____ (Contractor Name)	4-5-13 _____ (Date)

Contractor initials: 
Date: 4-5-13
Page # 29 of Page # 30

NH Department of Health and Human Services

STANDARD EXHIBIT J

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: 198870248

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: _____

Contractor initials: RG
Date: 4-5-13
Page # 30 of Page # 30

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
AUDITED FINANCIAL STATEMENTS
MARCH 31, 2012 AND 2011

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BRAD BORBIDGE, P.A.
CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
TELEFAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON FINANCIAL STATEMENTS

Board of Directors
Central New Hampshire VNA & Hospice
Laconia, New Hampshire

We have audited the accompanying balance sheets of Central New Hampshire VNA & Hospice as of March 31, 2012 and 2011, and the related statements of operations, changes in net assets, and cash flows for the year ended March 31, 2012 and the five-months and seventeen days ended March 31, 2011. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audit.

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

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Central New Hampshire VNA & Hospice as of the year ended March 31, 2012 and the five-months and seventeen days ended March 31, 2011, and the changes in its net assets and its cash flows for the periods then ended in conformity with generally accepted accounting principles in the United States of America.



Concord, New Hampshire
June 11, 2012

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

BALANCE SHEETS

MARCH 31, 2012 AND MARCH 31, 2011

ASSETS

	<u>2012</u>	<u>2011</u>
Current Assets		
Cash and cash equivalents	\$ 1,175,407	\$ 1,310,888
Investments	998,459	746,756
Patient accounts receivable, less an allowance for uncollectible accounts of \$85,000 at March 31, 2012 and March 31, 2011	906,427	734,212
Other receivables	441,559	365,210
Other current assets	<u>64,965</u>	<u>108,223</u>
Total Current Assets	3,586,817	3,265,289
Assets Limited As To Use	3,358,722	2,763,313
Beneficial Interest in Perpetual Trust	124,576	127,560
Property and Equipment, Net	<u>719,019</u>	<u>805,062</u>
TOTAL ASSETS	<u>\$ 7,789,134</u>	<u>\$ 6,961,224</u>

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 185,930	\$ 76,218
Accrued payroll and related expenses	484,579	465,235
Deferred revenue	699,633	551,297
Current maturities of long-term debt	<u>22,011</u>	<u>21,391</u>
Total Current Liabilities	1,392,153	1,114,141
Long-Term Debt, Less Current Maturities	<u>22,599</u>	<u>44,644</u>
Total Liabilities	<u>1,414,752</u>	<u>1,158,785</u>
Net Assets		
Unrestricted	6,216,798	5,644,194
Temporarily restricted	33,008	30,685
Permanently restricted	<u>124,576</u>	<u>127,560</u>
Total Net Assets	<u>6,374,382</u>	<u>5,802,439</u>
TOTAL LIABILITIES AND NET ASSETS	<u>\$ 7,789,134</u>	<u>\$ 6,961,224</u>

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
STATEMENTS OF OPERATIONS
FOR THE YEAR ENDED MARCH 31, 2012
AND THE FIVE MONTHS AND SEVENTEEN DAYS ENDED MARCH 31, 2011

	2012	2011
Operating Revenue		
Net patient service revenue	\$ 7,208,979	\$ 3,128,106
Other operating revenue	757,918	384,438
Net assets released from restrictions for operations	4,566	685
Total Operating Revenue	7,971,463	3,513,229
Operating Expenses		
Salaries and benefits	6,169,413	2,835,439
Other operating expenses	1,526,347	673,265
Depreciation	222,037	108,134
Interest expense	1,565	996
Bad debt expense	35,751	89,041
Total Operating Expenses	7,955,113	3,706,875
OPERATING INCOME (LOSS)	16,350	(193,646)
Other Revenue and Gains		
Contributions and fundraising, net	455,719	377,646
Investment income	73,920	45,150
Recognized change in fair value of investments	26,615	243,715
Total Other Revenue and Gains, Net	556,254	666,511
EXCESS OF REVENUE OVER EXPENSES	\$ 572,604	\$ 472,865

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE
STATEMENT OF CHANGES IN NET ASSETS
FOR THE YEAR ENDED MARCH 31, 2012
AND THE FIVE MONTHS AND SEVENTEEN DAYS ENDED MARCH 31, 2011

	2012	2011
Change in Unrestricted Net Assets	\$ 572,604	\$ 472,865
Temporarily Restricted Net Assets:		
Contributions	6,889	1,350
Net assets released from restriction for health care services	(4,566)	(685)
Change in Temporarily Restricted Net Assets	2,323	665
Permanently Restricted Net Assets:		
Change in market value in beneficial interest in perpetual trust held by others	(2,984)	6,015
Change in Permanently Restricted Net Assets	(2,984)	6,015
Change in Net Assets	571,943	479,545
Net assets, beginning of year	5,802,439	5,322,894
NET ASSETS, END OF YEAR	\$ 6,374,382	\$ 5,802,439

(See accompanying notes to these financial statements)

COMMUNITY HEALTH AND HOSPICE, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED MARCH 31, 2012
AND THE FIVE MONTHS AND SEVENTEEN DAYS ENDED MARCH 31, 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	\$ 571,943	\$ 479,545
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	222,037	108,134
Bad debt expense	35,751	89,041
Recognized change in fair value of investments	(26,615)	(243,715)
Restricted contributions	(6,889)	(1,350)
Change in beneficial interest in perpetual trust	2,984	(6,015)
(Increase) decrease in the following assets:		
Patient accounts receivable	(207,966)	(15,213)
Other receivables	(76,349)	216,690
Other current assets	43,258	(26,503)
Increase (decrease) in the following liabilities:		
Accounts payable	109,712	(99,913)
Accrued payroll and related expenses	19,344	(10,499)
Deferred revenue	148,336	(218,511)
Net Cash Provided By Operating Activities	835,546	271,691
Cash Flows From Investing Activities		
Purchase of investments	(251,703)	(19,025)
Change in assets limited as to use	(568,794)	(321,785)
Capital expenditures, net	(135,994)	(26,956)
Net Cash Used By Investing Activities	(956,491)	(367,766)
Cash Flows From Financing Activities		
Restricted contributions	6,889	1,350
Net repayment of long term debt	(21,425)	(10,498)
Net Cash Used By Financing Activities	(14,536)	(9,148)
Net Decrease In Cash and Cash Equivalents	(135,481)	(105,223)
Cash and Cash Equivalents, Beginning of Year	1,310,888	1,416,111
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 1,175,407	\$ 1,310,888
Supplemental Disclosures of Cash Flow Information:		
Cash expended for interest	\$ 1,565	\$ 996

(See accompanying notes to these financial statements)

CENTRAL NEW HAMPSHIRE VNA & HOSPICE

NOTES TO FINANCIAL STATEMENTS

MARCH 31, 2012 AND 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

The Association is a non-stock, non-profit corporation organized in New Hampshire. The Association is exempt from federal income taxes under the Internal Revenue Code Section 501(c) (3). The Association's primary purpose is to provide home care, hospice and young family services.

Effective October 15, 2010 Visiting Nurse Association - Hospice of Southern Carroll County and Vicinity, Inc. "VNAHSCCV" combined with the Community Health & Hospice "CHH" in a statutory merger of assets and liabilities. VNAHSCCV and CHH are both non stock, non-profit corporations organized in New Hampshire with a similar purpose of providing home health, hospice and community health services. In accordance with generally accepted accounting principles related to combinations of non-profits, the combination is reported as a merger with financial reporting beginning as of the date of combination and the initial assets and liabilities reported at the same value as was reported by VNAHSCCV and CHH as of October 14, 2010.

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Investments

Investments are stated at fair value. The value of publicly traded securities is based upon quoted market prices and net asset values. Investments in hedge funds and limited partnerships, for which no such quotations or valuations are readily available, are carried at fair value as estimated by the management using information provided by external investment managers. There were no hedge funds or limited partnership investments at March 31, 2012 and March 31, 2011, respectively. Investments classified as current assets are based on the availability of funds for current operations. Investment income or loss (including changes in fair value of investments, interest and dividends) is included in the excess of revenue over expenses unless the income or loss is restricted by donor or law.

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

Assets Limited As To Use

Assets limited as to use include board-designated assets for future needs and donor restricted assets.

Beneficial Interest in Perpetual Trust

The Association is the beneficiary of investment income received from trust funds held by a local charitable foundation. One trust fund was created as an endowment by a donor, the income to be used for staff education. A second trust fund was created as an endowment by an irrevocable transfer of Association assets to the local foundation, the income to be used for operating purposes. Although the intent of the trust fund is to act as an endowment, distribution of principal may be available to the Association for capital acquisitions, loans and emergency operating cash shortfalls.

Property and Equipment

Property and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation is computed on the straight-line method and is provided over the estimated useful life of each class of depreciable asset.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Temporarily restricted net assets amounted to \$33,008 and \$30,685 at March 31, 2012 and 2011, respectively.

Permanently restricted net assets are restricted by donors to be maintained by the Association in perpetuity. Permanently restricted net assets were beneficial interest in perpetual trust.

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Excess of Revenue Over Expenses

The Statement of Operations reflects the excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from the excess of revenue over expenses, consistent with industry practice are permanent transfers of assets to and from affiliates for other than goods and services and contributions of long-lived assets (including assets acquired using contributions which, by donor restriction were to be used for the purposes of acquiring such assets).

NOTE 2 INVESTMENTS

Investments are stated at fair value and consist of the following at March 31, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Cash and cash equivalents	\$ 552,030	\$ 988,705
Debt Instruments		
Corporate	358,549	326,957
Mutual Funds		
Equity funds	1,579,005	1,297,316
Fixed income funds	1,288,928	383,734
International equity funds	578,669	513,357
Beneficial interest in perpetual trust	<u>124,576</u>	<u>127,560</u>
Total Investments	<u>\$ 4,481,757</u>	<u>\$ 3,637,629</u>

NOTE 2 INVESTMENTS (CONTINUED)

Cash and cash equivalents included in investments are not considered cash and cash equivalents for cash flow purposes.

Investments consisted of the following at March 31, 2012 and 2011, respectively:

	<u>2012</u>	<u>2011</u>
Investments	\$ 998,459	\$ 746,756
Assets limited as to use		
Board restricted	3,325,714	2,732,628
Donor restricted	33,008	30,685
Beneficial interest in perpetual trust	<u>124,576</u>	<u>127,560</u>
Total	<u>\$ 4,481,757</u>	<u>\$ 3,637,629</u>

Financial accounting standards have established a valuation hierarchy for disclosure of the inputs to valuation used to measure fair value. This hierarchy prioritizes the inputs into three broad levels as follows:

- Level 1 inputs - quoted prices traded daily in active markets.
- Level 2 inputs - other than quoted prices for active markets that are traded less frequently than daily.
- Level 3 inputs - unobservable inputs.

The fair value of all of the Association's investments are based on level 1 inputs with the exception of the beneficial interest in perpetual trust which are the representation of the Foundation's management.

The following table sets forth a summary of the change in the fair value of the level 3 beneficial trust investments held by others for the period ended March 31, 2012 and 2011.

Balance, October 14, 2010	\$ 121,545
Investment income	11,832
Distributions	(5,588)
Fees	<u>(229)</u>
Balance, March 31, 2011	\$ 127,560
Investment income	3,072
Distributions	(5,147)
Fees	<u>(909)</u>
Balance, March 31, 2012	<u>\$ 124,576</u>

NOTE 2 INVESTMENTS (CONTINUED)

Investment income and gains on investments and cash equivalents, for the periods ended March 31, 2012 and 2011 consisted of the following:

	<u>2012</u>	<u>2011</u>
Unrestricted Net Assets		
Interest and investment income	\$ 73,920	\$ 45,150
Recognized change in fair value of investments	<u>26,615</u>	<u>243,715</u>
Total Unrestricted Activity	100,535	288,865
Restricted Net Assets		
Recognized change in fair value of beneficial trust held by others	<u>(2,984)</u>	<u>6,015</u>
Total	<u>\$ 97,551</u>	<u>\$ 294,880</u>

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at March 31, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Land	\$ 62,000	\$ 62,000
Building	661,598	605,444
Furniture and equipment	<u>1,556,650</u>	<u>1,476,810</u>
Total	2,280,248	2,144,254
Less, accumulated depreciation	<u>1,561,229</u>	<u>1,339,192</u>
Property and Equipment, Net	<u>\$ 719,019</u>	<u>\$ 805,062</u>

NOTE 4 LINE OF CREDIT

The Association has a \$500,000 line of credit with a local bank, payable on demand. The line of credit is secured by all corporate assets with interest at 0.75% over the Wall Street Journal's prime rate (4.00% at March 31, 2012). There was no outstanding balance at March 31, 2012 and March 31, 2011, respectively.

NOTE 5 MORTGAGE PAYABLE

A summary of the mortgage payable at March 31, 2012 and 2011 is as follows:

	<u>2012</u>	<u>2011</u>
Mortgage payable, bank, amortized over a 10 year period with monthly installments of \$1,867, including interest, through March, 2014, secured by building and all corporate assets. Variable interest rate at prime less 0.50%	\$ 44,610	\$ 66,035
Less current maturities	<u>22,011</u>	<u>21,391</u>
Total Long-term Debt Excluding Current Maturities	<u>\$ 22,599</u>	<u>\$ 44,644</u>

Scheduled principal repayments on the mortgage payable for the next two years follows:

Year ending <u>March 31,</u>	
2013	22,011
2014	<u>22,599</u>
Total	<u>\$ 44,610</u>

NOTE 6 NET PATIENT SERVICE REVENUE

Net patient service revenue provided for the period ended March 31, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Medicare	\$ 5,844,223	\$ 2,589,848
Medicaid	424,465	177,013
Other third-party payers	880,932	345,729
Private pay	<u>59,359</u>	<u>15,516</u>
Total	<u>\$ 7,208,979</u>	<u>\$ 3,128,106</u>

NOTE 6 NET PATIENT SERVICE REVENUE (CONTINUED)

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

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

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions and municipal appropriations.

NOTE 7 FUNCTIONAL EXPENSES

The Association provides various services to residents within its geographic location. Expenses related to providing these services for the periods ended March 31, 2012 and 2011 are as follows:

	<u>2012</u>	<u>2011</u>
Program services	\$ 7,041,215	\$ 3,134,844
Administrative and general	<u>913,898</u>	<u>572,031</u>
Total	<u>\$ 7,955,113</u>	<u>\$ 3,706,875</u>

NOTE 8 RETIREMENT PLAN

The Association maintains a defined contribution retirement plan. The Association contributed \$149,059 and \$66,401 for the years ended March 31, 2012 and 2011, respectively.

NOTE 9 CONCENTRATION OF RISK

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

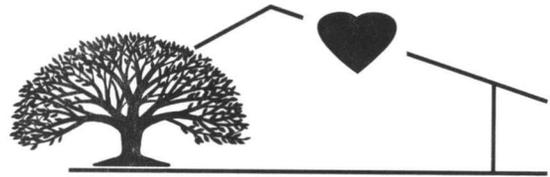
The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. At March 31, 2012, Medicare represented 71% and Medicaid represented 10% of gross accounts receivable. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 10 MALPRACTICE INSURANCE

The Association insures its malpractice risks on a claims made basis. There were no known malpractice claims outstanding at March 31, 2012 and 2011, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

NOTE 11 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through June 11, 2012, which is the date the financial statements were available to be issued.



Central New Hampshire
VNA & Hospice

Mission Statement

Promoting dignity, independence and well-being through the delivery of quality home health, hospice and community-based care services.

Corporate Office
780 N Main Street
Laconia, NH 03246
Tel: 603-524-8444 / 800-244-8549
Fax: 603-524-8217

Wolfeboro Branch
240 S Main Street
PO Box 1620
Wolfeboro, NH 03894
Tel: 603-569-2729 / 888-242-0655
Fax: 603-569-2409



COMMUNITY Health & Hospice, Inc.

780 N. Main Street, Laconia, NH 03246
Tel: 603.524.8444 / 1.800.244.8549
Fax: 603.524.8217

Our Mission

The mission of Community Health & Hospice is to strengthen the quality of life by providing a family of home and community health care services from birth to bereavement.

Our Philosophy

We are a community-based home health organization that seeks to facilitate care through collaboration with others. We see our services as part of a continuum of care designed to meet the changing health needs of the people of our communities. We seek to complement the service of other care providers as much as possible and to avoid needless duplication.

Community Health & Hospice is a not-for profit organization. We exist exclusively for public service, charitable and educational purposes. Within the financial resources that are available to us, we provide our services without any form of discrimination.

Our Values & Commitments

We pledge to live up to these six core values. You can count on us to keep our commitments:

- **Excellence & Integrity.** We are dedicated to providing the highest quality care and service in all that we do. We are trusted, because we are trustworthy. We keep our word and respect confidentiality.
- **Dignity, Respect & Whole Person Care.** We honor each person's dignity. We know that each person is unique, so we individualize our approach to meet his or her needs. We attend to the physical, emotional and oftentimes spiritual concerns of our clients with respect and kindness. We try to be proactive, so our clients can strive for well-being and work to prevent illness, whenever possible.
- **Family-Centered Care.** We support and respect the family as the primary unit of care. We offer information, education and alternatives to enable and empower individuals and their families to direct their own care. We help coordinate resources and services in order to enhance the lives of all those we serve.
- **Flexibility & Responsiveness.** As individual or community-wide needs change, so does our approach or services, for we pride ourselves in being responsive, creative, innovative and flexible.
- **Financial Responsibility.** We are efficient and effective in how we utilize the financial and other resources with which we have been entrusted.
- **A Supportive Work Environment.** We strive to provide a nurturing and supportive work environment for our dedicated staff. We know that by respecting and developing our own team, together we will serve our clients well.

KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR 2014-2015 . - See Attached Sheet

Agency Name: Central New Hampshire VNA and Hospice

SFY	NAME	POSITION TITLE	ANNUAL SALARY	% FROM CONTRACT
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2014

2015

Contractors Initials 

Date 4-5-13

KEY ADMINISTRATIVE PERSONNEL

NH Department of Health and Human Services
Division of Public Health Services

Agency Name:

Central New Hampshire VNA & Hospice

Name of Bureau/Section:

Bureau of Developmental Services/SMS

BUDGET PERIOD:	SFY 2014	July 1, 2013 - June 30, 2014	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Margaret Franckhauser, CEO	\$156,000	0.00%	\$0.00
David Emberly, CFO	\$83,500	0.00%	\$0.00
Anne Marie Mercuri	\$50,000	18.55%	\$9,275.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$9,275.00

BUDGET PERIOD:	SFY 2015	July 1, 2014 - June 30, 2015	
Name & Title Key Administrative Personnel	Annual Salary Of Key Administrative Personnel	Percentage of Salary Paid By Contract	Total Salary Amount Paid By Contract
Maragret Franckhauser, CEO	\$156,000	0.00%	\$0.00
David Emberly, CFO	\$83,500	0.00%	\$0.00
Anne Marie Mercuri	\$50,000	18.55%	\$9,275.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)			\$9,275.00

Key Administrative Personnel are top-level agency leadership (President, Executive Director, CEO, CFO, etc), and individuals directly involved in operating and managing the program (project director, program manager, etc.). These personnel **MUST** be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from agreement.

VITAE

Name: Margaret Franckhauser

Home Address: New Hampshire

Education

Institution	Degree	Major	Year
University of North Carolina at Chapel Hill	MPH	Health Policy & Administration	1996
University of Maryland, Baltimore	MS	Primary Care Nursing (NP)	1983
Catholic University, Washington, DC	BSN	Nursing	1978

Present Position: Chief Executive Officer, Central New Hampshire VNA & Hospice, (formerly Community Health & Hospice) Laconia, NH 1997 – present. Agency previously known as Community Health & Hospice.

Previous Experience

Associate Director, Community Health & Hospice, Inc., Laconia, NH, September 1996 - October 1997.

Nurse Practitioner, Belknap Family Health Center, Belmont, Laconia & Meredith, NH locations, September 1985 – March 2009.

Director of Ambulatory Programs, Lakes Region General Hospital, Laconia, NH, August 1990 - February 1995.

Program Chief and TB Control Officer, Communicable Disease, Epidemiology/District Epidemiology, NH Division of Public Health Services, Bureau of Disease Control, April 1988 - August 1990.

Nurse Consultant, NH Division of Public Health Services, Bureau of Maternal and Child Health, March 1986 - April 1988.

Nurse Practitioner/Clinic Administrator, US Public Health Service, National Health Service Corps, assigned to Swan Quarter, NC, October 1983 - August, 1985.

Nurse Practitioner, Gynecology Associates, P.A., Anderson, SC, August 1982 - August 1983.

Registered Nurse, Home Visiting, Baltimore Home Health, Timonium, MD, February 1981 - July 1982 (part-time).

Registered Nurse, Home Visiting, VNA of Metropolitan Washington, Washington, DC, September 1979 - August 1980.

Registered Nurse, Children's Hospital National Medical Center, Washington, DC, August 1978 - September 1979.

Lectures/Seminars (examples):

- *Making the Right Hire*, October 2012, Nursing Leadership Seminar, Saint Anselm, Kennebunkport, Maine
- *Managing the Challenging Patient*, VNAA Annual Meeting May 2010, San Antonio, TX
- *The Future of Nursing*, March 2011, Mud Symposium, Bartlett, NH.
- *Managing Discharge Liabilities*, Northern New England Home Care Conference 2010, Portland, ME
- *The Future of Nursing in the Healthcare of Tomorrow*, Nurse Leaders Annual conference 2010, Kennebunkport, ME
- *Overview of VRE/MRSA* – delivered to professional audience, May 6, 1997 & sponsored by the State of NH, Bureau of Disease Control.
- *Tuberculosis Update for the 90s*, November 1994, St. Anselm College Seminar, Lincoln, NH.
- *Tuberculosis in the 90s*, October 1992, NH Society of Physicians' Assistants' Seminar, Portsmouth, NH.

Honors:

New Hampshire Nurse Practitioner of the Year, 1997, NH Nurse Practitioner Association
New Hampshire Nurse of the Year, 2003, NH Nurses' Association
Home Care Service Award, 2008, Home Care Association of NH
Robert Wood Johnson Executive Nurse Fellow, 2004-2007

Professional Organizations/Affiliations:

- Sigma Theta Tau (National Honor Society of Nursing)
- American Public Health Association

Committees and Boards:

- NH Board of Nursing, Vice Chair, 1996 – 2003
- Joint Health Council (statutory committee determining nurse practitioner prescribing in the state of NH), 1996-2000
- Adult Coverage Committee (Health Insurance research committee), 2000 – 2008
- NH Tuberculosis Advisory Committee, 1996 – 2004
- Governor's Task Force on Adult Health Insurance Coverage, 2000 – 2004
- Newborn Metabolic Screening Committee, October 2002 – present
- Foundation for Healthy Communities Board of Directors, November 2002 – 2011
- Endowment for Health Board/current Vice President, 2008 - present

- Lakes Region Partnership for Public Health, Board of Directors/President, 2006- 2011
- Advanced Practice Liaison Committee, NH Board of Nursing, 2010 - present

License:

Licensed as a Registered Nurse in the state of NH.

Publications:

- Tuberculosis in the 1990s, *Nurse Practitioner Forum*, 4(1), March 1993.

Anne Marie Mercuri

Education: **University of New Hampshire** – Manchester, NH (2011)
Degree: Master's Public Health

Salem State College - Salem, MA (1995)
Degree: Bachelor of Science in Nursing
Honors: Sigma Theta Tau Honor Society
G.P.A. 3.75, Magna Cum Laude

Stonehill College - North Easton, MA (1988)
Degree: Bachelor of Science in Biology

Licenses & Certifications:

New Hampshire Registered Nurse
American Heart Association, Basic Life Support Instructor

Work Experience:

- July 2006-
Present
- Central New Hampshire VNA & Hospice- Laconia, NH**
Young Family Program Manager
- Directs the provision of Maternal-Child Health services provided under Young Family Program (YFP)
 - Supervises YFP staff (RN & paraprofessionals)
 - Collects program data and provides written summary to the Executive Director and funders per grant requirements
 - Coordinates YFP Continuous Quality Improvement (CQI) and participates in agency CQI Committee
 - Collaborates with community agencies to promote public health activities and MCH services
 - Performs other agency duties including: Administrator on Call, CPR instructor, Coaching Approach to Communication trainer, Professional Advisory Committee member
- Feb. 2004-
Present
- Central New Hampshire VNA & Hospice- Laconia, NH**
Maternal-Child Health Nurse
- Shots for Tots Immunization Coordinator-maintains proper vaccine storage, schedules clients, reviewing immunization records, and administering those immunizations that are needed. Previously has coordinated school-based flu clinics.
 - Develops a plan of care with the family that addresses the medical, developmental and the social needs of the child and family
 - Performs clinical tasks related to maternal postpartum care, newborn care, and pediatric homecare.

- April 2003-
Feb. 2004 **Visiting Nurse Association of Franklin- Franklin, NH**
Maternal-Child Health Nurse
- Providing nursing care and assessment to pediatric clients in their own home.
 - Perinatal care of women and their infants
 - Lactation assistance
- July 2003-
April 2007 **Lakes Region General Hospital- Laconia, NH**
Childbirth Educator
- Certified Childbirth Educator
 - Teaching pregnant women and their support people what to expect during the birth process and postpartum period.
- July 1999-
July 2003 **Lakes Region General Hospital- Laconia, NH**
Registered Nurse- Family Birthplace
- Nursing care and assessment of the Antenatal patient
Labor and Delivery, post-partum and neonatal nursing
 - Resource nurse
 - Preceptor to new nursing orientees
 - Unit based committees: Professional practice, staff education
 - Hospital wide committees: Medication safety, code committee
 - Mock code educator: Educating staff members emergency response measures for cardiac emergencies
- April 1998 -
July 1999 **Sppeare Memorial Hospital - Plymouth, NH**
Registered Nurse – Obstetrical Unit
- Antepartal Testing, Labor and delivery, postpartum and neonatal nursing
- June 1995 -
July 1999 **Lakes Region General Hospital – Laconia, NH**
Registered Nurse – Cardiac Telemetry Unit
- Telemetry / Dysrhythmia monitoring
 - Resource nurse
 - Professional Practice Committee

Interests: Maternal Child health, reading, teaching.

References: Available on request

Anna C. Gautsch

EDUCATION

1996-1999 **Frostburg State University** **Frostburg, MD**

- B.S. Psychology

1995-1996 **Randolph Macon College** **Ashland, VA**

EXPERIENCE

November 2008 to present **Central NH VNA & Hospice** **Laconia, NH**

Partners in Health Family Support Coordinator

- Mentors a part-time Program Assistant
- Identifies families who have children with special health care challenges and informs them of the family support program, policies, procedures and opportunities.
- Assists families to identify their own needs as they define them.
- Helps families to identify family and community supports that will assist them in building circles of support from informal as well as formal sources.
- Develops opportunities in the community for families of children with special health care challenges to meet in groups with the purpose of developing community awareness and education on issues that families want to address.
- Acts as a healthcare and social support advocate to the child/parents and service providers for the purpose of gaining access to needed services and entitlements and modifying service systems to increase accessibility and appropriateness for children.
- Conducts home and school visits, support during Individualized Education Plan and 504 Plan meetings
- Recruits parent volunteers to sit on the Family Council
- Works with the Family Council to develop and review principles and practices for Family Support.
- Assists the Family Council in coordinating meetings. Provides up to date information for the council as needed and as requested on relevant family issues.
- Participates when requested in Council committee activities.
- Serves as the direct link from the Family Council to the Executive Director of Community Health & Hospice, Inc.
- Reports monthly to Special Medical Services at the Department of Health and Human Services
- Manages the annual budget, writes grants and solicits financial contributions to extend the budget

August 2004 to present **Central NH VNA & Hospice** **Laconia, NH**

Child Development Program Coordinator

- Responsible for overseeing a Special Medical Services outreach program providing comprehensive diagnostic evaluation and coordination of services for young children with developmental differences.
- Knowledge of the principles of growth & development, family-centered care, collaboration and community resources are required to maintain and acquire community-based relationships.
- Conducts home and school visits, support during Individualized Education Plan and 504 Plan meetings

- Reports monthly to Special Medical Services at the Department of Health and Human Services
- Works collaboratively with schools, early intervention, Head Start, Area Agency and primary care providers
- Referral services are always available and utilized often

July 2003 to July 2004

Help, Inc

Idaho Falls, ID

Parent educator

- Helped initialize start-up Parents As Teachers (PAT) program in Bonneville Joint School District #93
- Sought out 15 interested families with children ages 3-5 for the program and conducted monthly home visits with them on child development topics using the PAT curriculum
- Instrumental in organizing monthly group meetings for the community with an average attendance of 175 people per meeting
- Input all information in computer utilizing several different specialized programs
- Helped organize volunteers for community events
- On-call 24 hours a day every 7 weeks, for one week, as a part of a child abuse prevention agency
- Instrumental in establishing a new literacy kindergarten screening tool, Every Child Ready to Read, for District 93; organized volunteers for Ucon Elementary and helped screen over 150 children

September 2003 to June 2004

Ucon Elementary

Ucon, ID

Preschool Aide

- Assisted Lead Teacher in all preschool duties
- Blended the PAT program in Ucon Elementary for the first year, supporting the relationship between parent and teacher

November 2002-May 2003

Mt. Bachelor Resort

Bend, OR

Ski School Office Lead

- Supervised cashiers in the Learning Center, ensured an efficient working environment
- Motivated cashiers in the oftentimes stressful work environment
- Initialized bi-monthly payroll for 150+ ski and snowboard instructors
- Worked with guests, one-on-one, everyday to help facilitate a smooth transition to their next destination

September 2001-September 2002

NHReads AmeriCorps

Plymouth, NH

Member

- Facilitated reading readiness or enhancement through the integration of the arts and literacy
- Recruited, trained and supported new literacy volunteers
- Engaged in outreach efforts; providing guidance to those interested in participation in literacy programs
- Used leadership skills including conflict resolution, team building, group facilitation, and self-assessment in local elementary schools, Head Start, WIC clinics and community workshops

November 2000- April 2001

Waterville Valley Ski Resort

Waterville Valley, NH

Ski Instructor

- Responsible for teaching all levels of alpine skiing to individuals and groups ages 3-79

October 1999-November 2000

Potomac Highlands Guild

Romney, WV

Regional Youth Social Worker

- Case Manager for 35 individuals from culturally and socioeconomic diverse backgrounds
- The assigned caseworker of adolescent crisis'
- Worked with therapists on a daily basis in coordination with the cases
- Wrote extensive Treatment Plans and helped implement the goals
- Coordinated efforts between therapist, parent, children, schools, and psychiatrist to attain Treatment Plan goals

COMMUNITY

- **2009-2013** Lakes Region Child and Family Coalition
- **2008-2013** Newfound Children's Team member
- **2008-2013** Belknap County Local Service Delivery Area member
- **2009** FASSPORT Steering Committee
- **2009** Family Resource Center of Central New Hampshire, Advisory Committee
- **2005-2009** Belknap County Early Learning Council member
- **2005-2010** UpStream Parenting Committee member
- **2005-2006** Belknap County Early Learning Council steering committee member
- **2005** Family Violence Prevention Council board member
- **2005** UpStream Leadership Team board member

References Available Upon Request

**Central New Hampshire VNA and Hospice
Board of Trustees
2012 – 2013**

Officers

President: John Giere
Vice President: Headley White
Treasurer: Susan Dagoumas, Treasurer
Secretary: Sylvia Countway

Board Members

David Booth
Pamela Clemons-Keith
Rev. Gina Finocchiaro
Lisa Garcia
Teresa Haley
Eric Lewis
Barbara Lobdell
Marilyn Lynch
Fredda Osman
Jared Price
William "Bill" Schwidder

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 Central New Hampshire VNA & Hospice is a New Hampshire nonprofit corporation formed November 3, 1975. 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 4th day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

CENTR01

OP ID: CN

DATE (MM/DD/YYYY)

04/01/13

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

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

PRODUCER Melcher&Prescott-Moultonboro PO Box 1125 Moultonboro, NH 03254-1125 Ted Fodero	603-476-8000 603-476-5785	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
	INSURER(S) AFFORDING COVERAGE INSURER A : American Alternative Ins. Co.		NAIC # 19720
INSURED Central NH VNA & Hospice dba Community Health & Hospice and VNA Hospice of Southern Carroll County & Vicinity Inc Rick Wolff, 780 North Main Street Laconia, NH 03246	INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			VHHHHHG305394400	10/15/12	10/15/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Emp Ben. \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			VHHHHU5050851-01	10/15/12	10/15/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A If yes, describe under DESCRIPTION OF OPERATIONS below						

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

CERTIFICATE HOLDER

NHDEP-2

The NH Department of Health & Human Services
 129 Pleasant St
 Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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NH Department of Health and Human Services

BUDGET

Central New Hampshire Visiting Nurse Association and Hospice- LACONIA Partners In Health: Family Support Services for Children and Adolescents with Chronic Health Conditions	FY 2014	FY 2015
FAMILY SUPPORT (STAFF) SERVICES	\$14,968.00	\$14,968.00
FLEX FUNDS (paid as spent)	\$20,000.00	\$20,000.00
* TOTAL STATE CONTRACT AWARD	\$34,968.00	\$34,968.00

** Program support obtained through direct billing to NH Medicaid for case management shall not exceed a maximum of 122 encounters or a total billing of \$40,443.00 per fiscal year.

Contractor Initials
Date 4-5-13

FACT SHEET

DIVISION OF COMMUNITY BASED CARE SERVICES
BUREAU OF DEVELOPMENTAL SERVICES
SPECIAL MEDICAL SERVICES SECTION

CIVIL RIGHTS COMPLIANCE

1. Name of Applicant Agency (legal): Central New Hampshire VNA & Hospice
2. Address (mailing): 780 North Main St.
Laconia, NH 03246
3. Telephone Number: 603 524-8444
4. Name of Agency Board Chairperson/
President John Giere
5. Name of Agency Director: Margaret Franckhauser
6. Is the Agency exempt from Federal Income Tax 501 (c) (3)? Yes No
7. Civil Rights Information
- a. Does the agency have a non-discrimination notice posted in client service areas?
Yes No
- b. Does the agency have a procedure for obtaining race/ethnic data?
Yes No
- c. Does the agency have a procedure for obtaining primary language data?
Yes No
- d. Is the agency handicapped accessible?
Yes No
- e. If not accessible, is alternate site available?
Yes No
- f. Does the agency have a procedure for communicating with persons with Limited English Proficiency (LEP)?
Yes No
- g. Does the agency have a procedure for communicating with handicapped persons?
Yes No