

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

Jeffrey A. Meyers
Commissioner

Maureen U. Ryan
Director of Human
Services

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

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

February 6, 2017

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
State House
Concord, NH 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$1,945,983 effective October 1, 2016 through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor Code	Address	Amount
Lakes Region Community Services	177251	719 North Main Street Laconia, NH 03246	\$1,336,468
Lake Sunapee Community Health Services	174248	107 Newport Road New London, 03257	\$609,515
TOTAL:			\$1,945,983

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

See Attached Fiscal Details

EXPLANATION

This request is **retroactive** because these two (2) vendors have been providing In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services to New Hampshire citizens in the Sullivan County service area since October 1, 2016.

The Department received notification in September that the vendor who was providing these types of services in the Sullivan County area declined to extend their contract for services at the same time other vendors were amending to extend their contracts for the same services. Additionally at the same time, the Department was looking to procure these services via a new procurement. These vendors were also selected through the new procurement request. The Department worked quickly to send new contracts to these two (2) vendors however, the executed contracts were not received in hand from the vendor until early December.

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

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

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

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

The Department of Health and Human Services issued a Request for Application on August 10, 2016, applications for sixteen (16) service areas were received from twelve (12) vendors. The contracts were competitively bid. A bid summary is attached. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Nine (9) of the contracts were approved by Governor and Executive Council on December 21, 2016. These two (2) are submitted under separate cover because the services have been provided since October making this request retroactive.

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

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

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

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan
Director of Human Services

Approved by:



Jeffrey A. Meyers
Commissioner

RFA-2017-BEAS-01-INHOM FISCAL DETAILS

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

Lakes Region Community Services (Vendor Code 177251),

SFY	Class/Object Code	Class Title	Amount
2017	540-500382	Contracts for Program Services	\$64,681.77
2018	540-500382	Contracts for Program Services	\$84,811.74
2019	540-500382	Contracts for Program Services	\$21,203.44
		Sub-total:	\$170,696.95

Lake Sunapee Community Health Services (Vendor Code 174248)

SFY	Class/Object Code	Class Title	Amount
2017	540-500382	Contracts for Program Services	\$52,532.50
2018	540-500382	Contracts for Program Services	\$70,047.50
2019	540-500382	Contracts for Program Services	\$17,515.00
		Sub-total:	\$140,095.00

	Grand Total:	\$310,791.95
--	---------------------	---------------------

RFA-2017-BEAS-01-INHOM FISCAL DETAILS

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

Lakes Region Community Services (Vendor Code 177251),

SFY	Class/Object Code	Class Title	Amount
2017	543-500385	Contracts for Program Services	\$445,208.95
2018	543-500385	Contracts for Program Services	\$576,447.76
2019	543-500385	Contracts for Program Services	\$144,114.34
		Sub-total:	\$1,165,771.05

Lake Sunapee Community Health Services (Vendor Code 174248)

SFY	Class/Object Code	Class Title	Amount
2017	543-500385	Contracts for Program Services	\$176,032.50
2018	543-500385	Contracts for Program Services	\$234,710.00
2019	543-500385	Contracts for Program Services	\$58,677.50
		Sub-total:	\$469,420.00

	Grand Total:	\$1,635,191.05
--	---------------------	-----------------------



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

1. Tracey Tarr, Administrator II Elderly
& Adult Services

2. Rachel Lakin, Prog Operations
Administrator, BEAS Adult Protctn

3. Angele Rivers, Supervisor V, BEAS
Adult Prctn Intake Unit

4. _____

5. _____

6. _____

7. _____

8. _____

9. _____

Bidder Name

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Androscoggin Valley Home Care

2. Area Home Care Family Services

3. Child & Family Services (Hillsborough CO)

4. Child & Family Services (Merrimack CO)

5. CornerStone VNA

6. Franklin VNA & Hospice

7. Lake Sunapee Region VNA & Hospice

* 8. Lakes Region Community Services (Belknap CO)

* 9. Lakes Region Community Services (Grafton CO)

10. Lakes Region Community Services (Sullivan CO)

11. North Country Home Health & Hospice Agency
(Coos Co)

12. North Country Home Health & Hospice Agency
(Grafton CO)

13. Northwoods Home Health & Hospice

14. The Homemakers Health Services

15. Visiting Nurse Home Care & Hospice of Carroll
County

16. VNA at HCS, Inc.

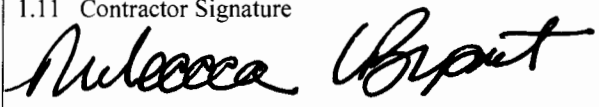
Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM -07)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services		1.4 Contractor Address 719 North Main Street Laconia, NH 03246 Mailing is PO Box 509, Laconia, NH 03247	
1.5 Contractor Phone Number 603-581-1500	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018 June 30, 2018 (W/1/17) P/3/17	1.8 Price Limitation \$1,336,468
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant Interim Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>11/16/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace [Seal] <u>Margaret Elizabeth Rennie</u>			
1.13.2 Name and Title of Notary or Justice of the Peace <u>Margaret Elizabeth Rennie</u>			
1.14 State Agency Signature <u>Maureen Ryan</u> Date: <u>12/6/16</u>		1.15 Name and Title of State Agency Signatory <u>Maureen Ryan, Director</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <u>[Signature]</u> On: <u>12/5/16</u> <u>[Signature]</u> <u>Megan A. York</u> <u>12/28/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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



Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan, Grafton, and Belknap Counties. The Contractor shall ensure service areas include the towns of:
 - 1.3.1. Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Plainfield, Springfield, Sunapee, Unity, Washington.
 - 1.3.2. Alexandria, Ashland, Bath, Benton, Bethlehem, Bridgewater, Bristol, Campton, Canaan, Dorchester, Easton, Ellsworth, Enfield, Franconia, Grafton, Groton, Hanover, Haverhill, Hebron, Holderness, Landaff, Lebanon, Lincoln, Lisbon, Littleton, Lyman, Lyme, Monroe, Orange, Orford, Piermont, Plymouth, Rumney, Sugar Hill, Thornton, Warren, Waterville Valley, Wentworth, Woodstock.
 - 1.3.3. Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton, Sanbornton, Tilton.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules,

RB
11/16/16



and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

- 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
- 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
- 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
 - 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
 - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
 - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

RB
11/16/16



- 2.1.1.3.1.1. Washing dishes;
- 2.1.1.3.1.2. Dusting;
- 2.1.1.3.1.3. Vacuuming;
- 2.1.1.3.1.4. Sweeping;
- 2.1.1.3.1.5. Wet-mopping floors;
- 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
- 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
 - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or

RB

11/16/16



remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;

- 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
 - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

RB
11/16/16



- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.
 - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
 - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;

RB

11/16/16



- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
- 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
- 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
- 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
 - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
 - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

AB
11/16/16



- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

DB

11/16/16



contribute to the individual's risk of neglect, abuse, and exploitation.

- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

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

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

RB
11/16/16



2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services

RB
11/16/16



- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

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

2.2.9. Client Wait Lists

- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
- 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
 - 2.2.9.3.1. The individual's full name and date of birth.
 - 2.2.9.3.2. The name of the service being requested.
 - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
 - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

RB
11/16/16



- 2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
 - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 2.2.9.4.2. Declining mental or physical health of the caregiver.
 - 2.2.9.4.3. Declining mental or physical health of the individual.
 - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
 - 2.2.9.4.5. Length of time on the wait list.
 - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
 - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

RB
11/16/16



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

2.2.11. Criminal Background Check and BEAS State Registry Checks

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

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

RB
11/14/16



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

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

2.2.13. Privacy and Security of Client Information

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

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

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

RB
11/16/16



obligations prior to the completion date such as but not limited to:

2.2.14.1.1. Reducing hours of operation.

2.2.14.1.2. Changing a geographic service area.

2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

2.2.14.2.1. The reasons for the inability to deliver services.

2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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

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

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

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

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

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

2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

RB
11/16/16



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

2.2.16. Client Feedback

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

3. Staffing

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

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section

RB
1/11/16



2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:

- 5.1.1. Expenses by program service provided.
- 5.1.2. Revenue, by program service provided, by funding source.
- 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
- 5.1.4. Actual Units served, by program service provided, by funding source.
- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.

5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:

- 6.1.1. Data.
- 6.1.2. Financial records.
- 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

RB
11/16/16



- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
- 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

RB
11/16/16



Exhibit B

Method and Conditions Precedent to Payment

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

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

RB
11/14/16

Exhibit B-1 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services (SULLIVAN COUNTY)

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58	\$91,010.00
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58	\$17,167.36

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$9.58	\$104,182.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$9.58	\$21,459.20

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	2,719	\$9.58	\$26,048.02
In Home Care Services (Title III)	1/2 Hour	560	\$9.58	\$5,364.80

Contractor Initials: 

Date: 11/16/16

Exhibit B-2 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services (Belknap County)

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials: 

Date: 11/16/16

Exhibit B-3 Rate Sheet

In Home Care, In Home Health Aide, In Home Nursing Services (Grafton County)

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

7/1/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials: **RB**
Date: **11/16/18**



SPECIAL PROVISIONS

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

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

RB

11/11/14



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

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

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

RB
LH/UP



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

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

RB
11/14/14



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

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

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

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

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

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

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

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

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

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

EB
11/16/14



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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

SB
11/14/16



REVISIONS TO GENERAL PROVISIONS

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

RB
Date *11/16/16*



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

RB
mtd/p

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16
Date

Rebecca L. Bryant
Name: Rebecca L. Bryant
Title: Interim Executive Director

Contractor Initials RLB
Date 11/16/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: LAKE REGION COMMUNITY SERVICES

11/16/16
Date

Rebecca Bryant
Name: Rebecca L Bryant
Title: Interim Executive Director

ReB

11/16/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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

REB
11/16/16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: LAKE REGION COMMUNITY SERVICES

11/16/16
Date

Rebecca L. Bryant
Name: REBECCA L. BRYANT
Title: INTERIM EXECUTIVE DIRECTOR

Contractor Initials: RLB
Date: 11/16/16



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

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

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

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

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

Exhibit G

Contractor Initials

RB

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

Date

11/14/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

Contractor Name: LATES REGION Community Services

11/16/16
Date

Rebecca Librant
Name: Rebecca Librant
Title: Interim Executive Director

Exhibit G

Contractor Initials

RLB

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

Date 11/16/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lakes Region Community Services

11/16/16
Date

Rebecca L Bryant
Name: Rebecca L Bryant
Title: Interim Executive Director

Contractor Initials RB
Date 11/16/16



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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

RB

11/16/16



Exhibit I

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

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

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

RB
11/16/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

RB
11/16/16



Exhibit I

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

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

RB
11/14/16



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

RB
11/16/16



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

12/6/14
Date

LAKES REGION Community Services

Name of the Contractor

Rebecca L. Bryant
Signature of Authorized Representative

Rebecca L. Bryant
Name of Authorized Representative

Interim Executive Director
Title of Authorized Representative

11/16/16
Date



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

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

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

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

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

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

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

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16
Date

Rebecca Bryant
Name: Rebecca L. Bryant
Title: Interim Executive Director

New Hampshire Department of Health and Human Services
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: 122778277
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

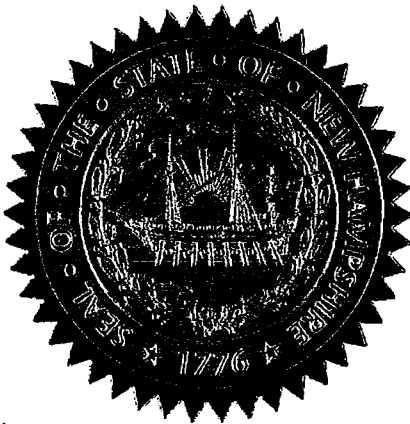
RB
11/14/16

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Lakes Region Community Services Council is a New Hampshire nonprofit corporation formed July 29, 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 13th day of April A.D. 2016

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

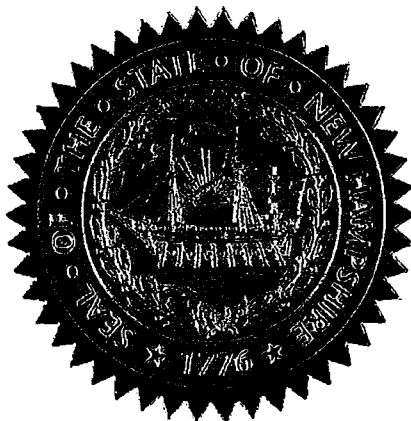
William M. Gardner
Secretary of State

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 Lakes Region Community Services Foundation is a New Hampshire nonprofit corporation filed June 12, 2015. I further certify that it is in good standing as far as this office is concerned, having 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 13th day of April, A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

I, Margaret Selig, do hereby certify that:

(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Lakes Region Community Services.

(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of

the Agency duly held on 11/16/2016:

(Date)

RESOLVED: That the Interim Executive Director

(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of

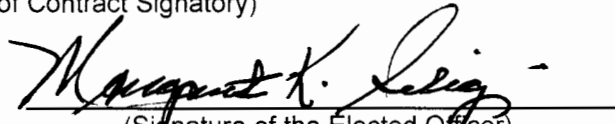
the 16th day of November, 2016.

(Date Contract Signed)

4. Rebecca L. Bryant is the duly elected Interim Executive Director of the Agency.

(Name of Contract Signatory)

(Title of Contract Signatory)


(Signature of the Elected Officer)

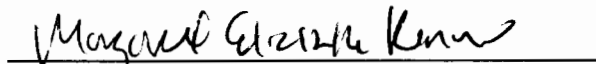
STATE OF NEW HAMPSHIRE

County of Belknap

The forgoing instrument was acknowledged before me this 16th day of November, 2016,

By Margaret Selig.

(Name of Elected Officer of the Agency)


(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2/6/2018



CERTIFICATE OF LIABILITY INSURANCE

LAKES65

OP ID: AK

DATE (MM/DD/YYYY)

01/18/2017

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

CONTACT NAME: Annette Kowalczyk

PHONE (A/C, No, Ext): 603-737-6636

FAX (A/C, No): 603737-0100

E-MAIL ADDRESS: akowalczyk@melcher-prescott.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Citizen Insurance Company

31534

INSURER B : Hanover Insurance Company

22292

INSURER C : Granite State Work Comp Manuf

INSURER D :

INSURER E :

INSURER F :

INSURED LR Community Services Council
Rebecca L. Bryant
P O Box 509
Laconia, NH 03246

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		ZBV8974270	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Prof Liab \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		ABV8928387	12/01/2016	12/01/2017	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		UHV8929075	12/01/2016	12/01/2017	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N / A	WC012017000496	01/01/2018	01/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

Confirmation of Insurance Coverage

CERTIFICATE HOLDER

NH Department of Health &
Human Services Contracts &
Procurement Unit
129 Pleasant Street
Concord, NH 03301

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

LAKES REGION COMMUNITY SERVICES

Engage. Empower. Inspire.

Mission Statement

Dedicated to serving the community by promoting independence, dignity and opportunity.

Value Statements

As individuals and as a community agency, we:

- Value all people;
- Value a team approach in all we do;
- Value and respect one another;
- Value our relationships in the communities in which we live and work;
- Value our role as facilitators of relationships; and
- Value and recognize that our relationships evolve, grow, and change over time.

Financial Statements

LAKES REGION COMMUNITY SERVICES
COUNCIL, INC.

**FOR THE YEARS ENDED
JUNE 30, 2015 AND 2014
AND
INDEPENDENT AUDITORS' REPORT**

*Leone,
McDonnell
& Roberts*
PROFESSIONAL ASSOCIATION

CERTIFIED PUBLIC ACCOUNTANTS

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

JUNE 30, 2015 AND 2014

TABLE OF CONTENTS

	<u>Page(s)</u>
Independent Auditors' Report	1 - 2
<u>Financial Statements:</u>	
Statements of Financial Position	3
Statement of Activities	4
Statements of Cash Flows	5
Statement of Functional Expenses	6 - 8
Notes to Financial Statements	9 - 16
<u>Supplementary Information:</u>	
Schedule of Functional Revenues	17 - 19

To the Board of Directors of
Lakes Region Community Services Council, Inc.
Laconia, New Hampshire

INDEPENDENT AUDITORS' REPORT

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2015 and 2014, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2015.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Opinion

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

Report on Summarized Comparative Information

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2014 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated September 24, 2014. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2014, is consistent, in all material respects, with the audited financial statements from which it has been derived.

Other Matters

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

Leone, McDonnell & Roberts
Professional Association

Wolfeboro, New Hampshire
October 8, 2015

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF FINANCIAL POSITION
JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
<u>ASSETS</u>		
CURRENT ASSETS		
Cash	\$ 3,126,439	\$ 2,408,009
Accounts receivable:		
Medicaid	1,028,417	1,202,267
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2015 and 2014	304,408	274,923
Prepaid expenses	<u>146,044</u>	<u>187,420</u>
Total current assets	<u>4,605,308</u>	<u>4,072,619</u>
PROPERTY AND EQUIPMENT, NET	<u>3,935,639</u>	<u>4,002,298</u>
OTHER ASSETS		
Deposits	<u>41,879</u>	<u>62,608</u>
Total assets	<u>\$ 8,582,826</u>	<u>\$ 8,137,525</u>
<u>LIABILITIES AND NET ASSETS</u>		
CURRENT LIABILITIES		
Current portion of long term debt	\$ 48,605	\$ 47,643
Accounts payable	883,073	832,313
Accrued salaries, wages, and related expenses	361,033	305,537
Accrued earned time	339,524	319,362
Refundable advances	91,698	67,701
Other accrued expenses	<u>113,885</u>	<u>213,786</u>
Total current liabilities	<u>1,837,818</u>	<u>1,786,342</u>
LONG TERM LIABILITIES		
Due to affiliates, net	139,855	173,978
Long term debt, less current portion shown above	<u>303,733</u>	<u>352,338</u>
Total long term liabilities	<u>443,588</u>	<u>526,316</u>
Total liabilities	<u>2,281,406</u>	<u>2,312,658</u>
NET ASSETS		
Unrestricted	4,798,990	4,272,274
Temporarily restricted	<u>1,502,430</u>	<u>1,552,593</u>
Total net assets	<u>6,301,420</u>	<u>5,824,867</u>
Total liabilities and net assets	<u>\$ 8,582,826</u>	<u>\$ 8,137,525</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF ACTIVITIES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2015</u>	<u>2014</u>
CHANGES IN NET ASSETS				
Revenues				
Program fees	\$ 1,337,236	\$ -	\$ 1,337,236	\$ 1,285,035
Medicaid	19,702,889	-	19,702,889	18,802,354
Client resources	97,739	-	97,739	90,604
Other third party payers	110,998	-	110,998	85,443
Public support	378,644	-	378,644	404,889
Private foundations	69,000	-	69,000	61,350
Production/service income	290,977	-	290,977	270,569
Investment	885	-	885	760
State of New Hampshire - DDS	1,014,322	-	1,014,322	1,012,140
Management fees	20,835	-	20,835	19,547
Other	781,520	-	781,520	811,038
Total revenues	<u>23,805,045</u>		<u>23,805,045</u>	<u>22,843,729</u>
Expenses				
Program services				
Service coordination	1,128,565	-	1,128,565	1,079,745
Day programs	4,411,040	-	4,411,040	4,316,865
Early intervention	600,547	-	600,547	632,665
Enhanced family care	3,426,642	-	3,426,642	3,320,421
Community options	243,383	-	243,383	259,666
Community residences	6,101,405	-	6,101,405	6,246,814
Transportation	63,590	-	63,590	100,733
Family support	3,302,510	-	3,302,510	3,065,004
Other DDS	85,035	-	85,035	26,010
Other programs	1,615,441	-	1,615,441	1,499,485
Supporting activities				
General management	2,286,853	50,163	2,337,016	2,119,361
Fundraising	13,318	-	13,318	12,606
Total expenses	<u>23,278,329</u>	<u>50,163</u>	<u>23,328,492</u>	<u>22,679,375</u>
CHANGE IN NET ASSETS	526,716	(50,163)	476,553	164,354
NET ASSETS, BEGINNING OF YEAR	<u>4,272,274</u>	<u>1,552,593</u>	<u>5,824,867</u>	<u>5,660,513</u>
NET ASSETS, END OF YEAR	<u>\$ 4,798,990</u>	<u>\$ 1,502,430</u>	<u>\$ 6,301,420</u>	<u>\$ 5,824,867</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

	<u>2015</u>	<u>2014</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in net assets	\$ 476,553	\$ 164,354
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	228,851	207,944
(Increase) decrease in assets:		
Accounts receivable	144,365	560,585
Prepaid expenses	41,376	(30,874)
Deposits	20,729	(5,054)
Increase (decrease) in liabilities:		
Accounts payable	50,760	11,068
Accrued salaries, wages, and related expenses	55,496	(9,463)
Accrued earned time	20,162	13,190
Refundable advances	23,997	(8,950)
Other accrued expenses	<u>(99,901)</u>	<u>107,557</u>
NET CASH PROVIDED BY OPERATING ACTIVITIES	<u>962,388</u>	<u>1,010,357</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Additions to property and equipment	<u>(162,192)</u>	<u>(114,327)</u>
NET CASH USED IN INVESTING ACTIVITIES	<u>(162,192)</u>	<u>(114,327)</u>
CASH FLOWS FROM FINANCING ACTIVITIES		
Repayment of long term debt	(47,643)	(46,701)
Decrease in due to affiliates	<u>(34,123)</u>	<u>(34,797)</u>
NET CASH USED IN FINANCING ACTIVITIES	<u>(81,766)</u>	<u>(81,498)</u>
NET INCREASE IN CASH	718,430	814,532
CASH, BEGINNING OF YEAR	<u>2,408,009</u>	<u>1,593,477</u>
CASH, END OF YEAR	<u>\$ 3,126,439</u>	<u>\$ 2,408,009</u>
SUPPLEMENTAL DISCLOSURE OF CASH FLOW INFORMATION		
Cash paid during the year for interest	<u>\$ 7,558</u>	<u>\$ 8,507</u>

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
PERSONNEL COSTS					
Salaries and wages	\$ 695,625	\$ 2,619,878	\$ 405,058	\$ 202,610	\$ 157,630
Employee benefits	196,732	740,243	109,157	54,664	43,829
Payroll taxes	49,514	204,071	27,098	12,698	10,161
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	39,497	-	-	3,042,444	-
Accounting/auditing	-	-	-	-	-
Legal	2,842	-	-	-	-
Subcontract services	27,017	-	-	46,761	-
Other professional fees	32,546	14,904	129	656	72
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	-	-	-	-
Conference/conventions	931	754	1,312	-	-
Other staff development	1,000	10,841	-	-	-
OCCUPANCY COSTS					
Rent	10,143	86,408	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	990	26,736	-	-	-
Repairs and maintenance	217	3,769	-	-	107
Other occupancy costs	40,024	24,703	30,456	16,357	2,726
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	677	7,562	1,341	512	39
Building/household	78	1,125	-	-	-
Client	680	5,128	-	23,372	-
Medical supplies	110	9	-	-	-
ASSISTANCE TO INDIVIDUALS	2,428	389	332	-	-
PRODUCT SALES	-	33,709	-	-	-
EQUIPMENT RENTAL	-	-	-	-	-
EQUIPMENT MAINTENANCE	-	412	3,428	1,557	-
DEPRECIATION	-	1,132	16	-	-
ADVERTISING	-	251	189	942	-
PRINTING	508	25	846	2,086	-
TELEPHONE	197	7,586	-	503	-
POSTAGE	65	170	-	-	-
TRANSPORTATION	24,012	440,527	18,826	17,650	28,819
INSURANCE	-	-	-	-	-
MEMBERSHIP DUES	250	397	400	-	-
CLIENT PAYMENTS	330	174,838	1,011	210	-
INTEREST	-	-	-	-	-
OTHER	2,152	5,473	948	3,620	-
TOTAL FUNCTIONAL EXPENSES	\$ 1,128,565	\$ 4,411,040	\$ 600,547	\$ 3,426,642	\$ 243,383

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
PERSONNEL COSTS					
Salaries and wages	\$ 2,873,372	\$ 19,505	\$ 1,172,812	\$ -	\$ 993,785
Employee benefits	794,830	5,390	327,830	-	294,493
Payroll taxes	203,159	1,314	83,755	-	71,827
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	159,915	-	1,155,112	25,668	-
Accounting/auditing	-	-	-	-	92,888
Legal	-	-	-	-	34,428
Subcontract services	1,403,016	-	218,385	-	-
Other professional fees	2,655	-	13,902	53,677	132,883
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	101	-	195	-	670
Conference/conventions	371	-	5,629	-	14,112
Other staff development	11,590	-	14,197	-	28,276
OCCUPANCY COSTS					
Rent	174,348	-	10,393	-	-
Mortgage payments	9,366	-	-	-	-
Utilities	119,224	-	990	-	56,475
Repairs and maintenance	28,525	-	17	-	91,079
Other occupancy costs	14,050	-	11,027	-	(173,622)
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	10,241	-	808	-	32,507
Building/household	19,977	-	129	-	742
Client	115,175	-	3,776	-	6,430
Medical supplies	1,920	-	9,702	-	-
ASSISTANCE TO INDIVIDUALS	-	-	33,841	-	250
PRODUCT SALES	-	-	-	-	-
EQUIPMENT RENTAL	-	-	-	-	34,361
EQUIPMENT MAINTENANCE	4,599	-	-	-	47,765
DEPRECIATION	16,366	-	-	-	211,337
ADVERTISING	-	-	2,683	-	11,396
PRINTING	-	-	465	-	7,572
TELEPHONE	6,254	-	-	-	80,409
POSTAGE	-	-	174	-	16,257
TRANSPORTATION	122,914	37,381	166,002	5,369	4,418
INSURANCE	-	-	-	-	100,743
MEMBERSHIP DUES	-	-	67,818	-	43,476
CLIENT PAYMENTS	8,157	-	89	-	17,101
INTEREST	-	-	-	-	7,558
OTHER	1,280	-	2,779	321	77,400
TOTAL FUNCTIONAL EXPENSES	\$ 6,101,405	\$ 63,590	\$ 3,302,510	\$ 85,035	\$ 2,337,016

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**STATEMENT OF FUNCTIONAL EXPENSES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
PERSONNEL COSTS					
Salaries and wages	\$ -	\$ 9,140,275	\$ 1,028,185	\$ 10,168,460	\$ 9,892,354
Employee benefits	-	2,567,168	285,734	2,852,902	2,696,368
Payroll taxes	-	663,597	76,258	739,855	736,715
PROFESSIONAL FEES AND CONSULTATIONS					
Clerical contracted staff	-	-	-	-	837
Client treatment & therapies	-	4,422,636	62,919	4,485,555	4,477,194
Accounting/auditing	-	92,888	-	92,888	87,861
Legal	-	37,270	275	37,545	33,451
Subcontract services	-	1,695,179	14,739	1,709,918	1,683,528
Other professional fees	50	251,474	7,345	258,819	191,305
STAFF DEVELOPMENT AND TRAINING					
Journals and publications	-	966	189	1,155	2,949
Conference/conventions	-	23,109	1,000	24,109	27,770
Other staff development	-	65,904	1,829	67,733	46,391
OCCUPANCY COSTS					
Rent	-	281,292	660	281,952	250,565
Mortgage payments	-	9,366	-	9,366	8,400
Utilities	-	204,415	-	204,415	167,112
Repairs and maintenance	-	123,714	150	123,864	126,145
Other occupancy costs	-	(34,279)	61,220	26,941	21,652
CONSUMABLE SUPPLIES					
Office supplies and equipment under \$1,000	-	53,687	4,174	57,861	69,949
Building/household	-	22,051	-	22,051	22,761
Client	-	154,561	9,510	164,071	184,987
Medical supplies	-	11,741	-	11,741	19,735
ASSISTANCE TO INDIVIDUALS	-	37,240	10,937	48,177	51,724
PRODUCT SALES	-	33,709	-	33,709	26,901
EQUIPMENT RENTAL	-	34,361	-	34,361	35,459
EQUIPMENT MAINTENANCE	-	57,761	81	57,842	74,909
DEPRECIATION	-	228,851	-	228,851	207,944
ADVERTISING	-	15,461	2,047	17,508	7,452
PRINTING	-	11,502	5,252	16,754	19,556
TELEPHONE	-	94,949	60	95,009	80,561
POSTAGE	-	16,666	33	16,699	21,486
TRANSPORTATION	-	865,918	38,266	904,184	903,442
INSURANCE	-	100,743	-	100,743	84,496
MEMBERSHIP DUES	-	112,341	434	112,775	119,393
CLIENT PAYMENTS	-	201,736	483	202,219	200,263
INTEREST	-	7,558	-	7,558	8,507
OTHER	13,268	107,241	3,661	110,902	89,253
TOTAL FUNCTIONAL EXPENSES	\$ 13,318	\$ 21,713,051	\$ 1,615,441	\$ 23,328,492	\$ 22,679,375

See Notes to Financial Statements

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**NOTES TO FINANCIAL STATEMENTS
FOR THE YEARS ENDED JUNE 30, 2015 AND 2014**

1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

Basis of Accounting

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

Basis of Presentation

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

Unrestricted: Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

Temporarily Restricted: Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

Permanently Restricted: Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2015 and 2014, the Council had unrestricted and temporarily restricted net assets.

Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

Contributions

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

Property and Depreciation

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

Fair Value of Financial Instruments

The Council's financial instruments consist of cash, short-term receivables and payables, short-term notes payable and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2015 and 2014.

Refundable Advances

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

Summarized Financial Information

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

Accrued Earned Time

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

Income Taxes

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2011.

Advertising

The Council expenses advertising costs as incurred.

Functional Allocation of Expenses

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

Accounting Estimates

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

Subsequent Events

Subsequent events have been evaluated through October 8, 2015, the date the financial statements were available to be issued.

2. PROPERTY AND EQUIPMENT

As of June 30, 2015 and 2014, property and equipment consisted of the following:

	<u>2015</u>	<u>2014</u>
Buildings and improvements	\$ 3,895,746	\$ 3,883,984
Leasehold improvements	313,656	317,569
Furniture, fixtures and equipment	593,445	529,699
Vehicles	19,190	-
Land	<u>152,200</u>	<u>152,200</u>
Total	4,974,237	4,883,452
Less accumulated depreciation	<u>1,038,598</u>	<u>881,154</u>
Property and equipment, net	<u>\$ 3,935,639</u>	<u>\$ 4,002,298</u>

Depreciation expense for the years ended June 30, 2015 and 2014 amounted to \$228,851 and \$207,944, respectively.

3. DEMAND NOTE PAYABLE

The Council maintains a revolving line of credit with a bank. The revolving line of credit provided for maximum borrowings up to \$3,000,000 and is renewable annually. Any borrowings of principal and accrued interest in excess of \$1,500,000 at December 31, 2014 were required to be paid in full. Effective December 22, 2014 the Council renewed the revolving line of credit through December 31, 2015 with maximum borrowings remaining at \$3,000,000. At October 8, 2015, the date the financial statements were available to be issued, there was no outstanding principal and accrued interest on the revolving line of credit. The revolving line of credit has a scheduled maturity date of December 31, 2015, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 9). At June 30, 2015 and 2014, the interest was stated at the bank's prime rate of 3.25%. There was no amount outstanding on this line of credit at June 30, 2015 and 2014.

4. LONG TERM DEBT

During April, 2012, the Council entered into a note payable agreement with the Community Development Finance Authority. The principal amount of the note is \$500,000 and the interest rate is stated at 2.00%. Principal and interest payments of \$4,601 are payable in equal monthly installments for a period of ten years. The loan is collateralized by various property of a related party (see Note 9). At June 30, 2015 and 2014, \$352,338 and \$399,981, respectively, was outstanding under the note payable.

The schedule of maturities of long term debt at June 30, 2015 is as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 48,605
2017	49,586
2018	50,587
2019	51,608
2020	52,650
Thereafter	<u>99,302</u>
Total	<u>\$ 352,338</u>

5. RESTRICTIONS ON NET ASSETS

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2015 and 2014 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

6. RETIREMENT PLAN

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2015 and 2014, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. The employees can make voluntary contributions to the plan of up to approximately 15% of gross wages. All employees who work one thousand hours per year are eligible to participate after one year of employment and attaining the age of twenty one. The Council's contribution to the retirement plan for the years ended June 30, 2015 and 2014 was \$61,946 and \$49,520, respectively.

7. CONCENTRATION OF RISK

For the years ended June 30, 2015 and 2014, approximately 82% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Mental Health and Developmental Services as the provider of services for developmentally disabled individuals for that region. The Council was scheduled for re-designation during September 2011, however, the Council has received an extension through September 2015 from the State of New Hampshire.

Medicaid receivables comprise approximately 81% of the total accounts receivable balances at June 30, 2015 and 2014.

8. LEASE COMMITMENTS

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$316,313 and \$286,024 for the years ended June 30, 2015 and 2014, respectively.

The future minimum lease payments on the above leases are as follows:

<u>Year Ending</u> <u>June 30</u>	<u>Amount</u>
2016	\$ 132,432
2017	123,841
2018	70,140
2019	66,255
Thereafter	<u>13,500</u>
Total	<u>\$ 406,168</u>

Refer to Note 9 for information regarding a lease agreement with a related party.

9. RELATED PARTY TRANSACTIONS

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation Services

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Corporation Received From:</u>	<u>Amount</u>		<u>Purpose</u>
	<u>2015</u>	<u>2014</u>	
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	14,988	14,988	Insurance Reimbursement

<u>Paid To:</u>	<u>2015</u>	<u>2014</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Greater Laconia Transit Agency	-	63,274	Prepaid Expenses Related to Affiliated Organization (See Below)

<u>Due (To)/From:</u>	<u>2015</u>	<u>2014</u>
Genera Corporation	\$(131,978)	\$(172,401)
Greater Laconia Transit Agency	<u>(7,877)</u>	<u>(1,577)</u>
	<u>\$(139,855)</u>	<u>\$(173,978)</u>

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.

Demand Note Payable

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

Long Term Debt

During the year ended June 30, 2012, Lakes Region Community Services Council, Inc., obtained financing from the Community Development Finance Authority (CDFA) related to improvements necessary to the renovation of their new facility. The note to the CDFA is collateralized by certain real property of Genera Corporation (see Note 4).

Rent

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

Insurance Reimbursement

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

Prepaid Expenses Related to Affiliated Organization

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. Total advances for the year ended June 30, 2014 were \$63,274. There were no advances for the year ended June 30, 2015.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$35,430 and \$56,291 for the years ended June 30, 2015 and 2014, respectively.

10. CONTINGENCIES

Grant Compliance

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2015.

11. CLIENT FUNDS

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2015 and 2014, client funds held by the Council aggregated \$263,332 and \$265,330, respectively.

12. CONCENTRATION OF CREDIT RISK

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2015 and 2014. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2014, cash balances in excess of FDIC coverage aggregated \$6,198. There was no excess of FDIC coverage at June 30, 2015.

13. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK

The Council is a party to financial instruments with off Statement of Financial Position risk in the normal course of business. A portion of the Council's overnight deposit bank balances are swept into an uninsured repurchase agreement. Repurchase agreement balances were \$3,239,985 and \$2,629,726, as of June 30, 2015 and 2014, respectively. Management, however, does not feel exposed to significant credit risk due to the collateralized nature of these investments.

14. RECLASSIFICATION

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees	\$ -	\$ 4,126	\$ 17,287	\$ 815,596	\$ 3,116
Medicaid	719,580	3,721,743	662,220	3,741,069	252,148
Client resources	-	2,444	-	37,017	6,374
Other third party payers	-	110,998	-	-	-
Public support	-	7,938	3,608	-	-
Private foundations	-	500	-	-	-
Production/service income	2,264	288,713	-	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	-	-	-
Management fees	-	-	-	-	-
Other	1,215	4,750	215	-	-
TOTAL FUNCTIONAL REVENUES	\$ 723,059	\$ 4,141,212	\$ 683,330	\$ 4,593,682	\$ 261,638

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2015
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 311,189	\$ -	\$ 6,999	\$ 62,571	\$ 22,908
Medicaid	6,321,383	-	4,107,993	-	(105,574)
Client resources	37,060	-	14,844	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	21,283
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	885
State of New Hampshire -DDS	-	-	-	-	1,014,322
Management fees	-	-	-	-	14,400
Other	<u>11,331</u>	<u>-</u>	<u>2,350</u>	<u>2,992</u>	<u>26,445</u>
TOTAL FUNCTIONAL REVENUES	<u>\$ 6,680,963</u>	<u>\$ -</u>	<u>\$ 4,132,186</u>	<u>\$ 65,563</u>	<u>\$ 994,669</u>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES
FOR THE YEAR ENDED JUNE 30, 2016
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2015 Totals</u>	<u>2014 Totals</u>
Program fees	\$ -	\$ 1,243,792	\$ 93,444	\$ 1,337,236	\$ 1,285,035
Medicaid	-	19,420,562	282,327	19,702,889	18,802,354
Client resources	-	97,739	-	97,739	90,604
Other third party payers	-	110,998	-	110,998	85,443
Public support	36,711	69,540	309,104	378,644	404,889
Private foundations	-	500	68,500	69,000	61,350
Production/service income	-	290,977	-	290,977	270,569
Investment	-	885	-	885	760
State of New Hampshire - DDS	-	1,014,322	-	1,014,322	1,012,140
Management fees	-	14,400	6,435	20,835	19,547
Other	(11,188)	38,110	743,410	781,520	811,038
TOTAL FUNCTIONAL REVENUES	\$ 25,523	\$ 22,301,825	\$ 1,503,220	\$ 23,805,045	\$ 22,843,729

**Lakes Region Community Services
Board of Directors 2016 - 2017**

√*R. Stuart Wallace, President

[REDACTED]

Dona Murray

[REDACTED]

√Debra Laliberte, Vice-President

[REDACTED]

*Laura Main

[REDACTED]

√Margaret Selig, Secretary

[REDACTED]

*Matthew Canfield

[REDACTED]

√Randy Perkins, Treasurer

[REDACTED]

*Lynn Hilbrunner

[REDACTED]

√*Gary Lemay, Past Board President

[REDACTED]

Richard Crocker

[REDACTED]

√*Carrie Chase, Member-at-Large

[REDACTED]

*Edward Emond

[REDACTED]

Patricia Field

[REDACTED]

√ Denotes Executive Committee Member
* Denotes a Board Member Consumer
(6/15/16)



Rebecca L. Bryant

Accounting & Management Experience

April 2007 – Present

Lakes Region Community Services Council
Director of Finance

Chief Financial Officer of Community Based Not-For-Profit Corporation. Oversee financial and personnel administration for private non-profit human services agency with a budget of \$18 million and 300 employees. Prepare and monitor annual budgets. Negotiate funding requests with the New Hampshire Department of Health and Human Services. Prepare and manage contracts with funding sources and vendors. Administer the agency's compensation and benefits plans. Ensure compliance with applicable state and federal labor regulations. Oversee the installation and support of agency computer systems and networks. Report to and work closely with the Board of Directors and Executive Director.

Aug 2000 – April 2007

Wilcom, Inc., Laconia, NH
Controller, Acting General Manager

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President.

During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project.

As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Oct 1997 – Aug 2000

Freudenberg-NOK General Partnership, Bristol, NH
Hyperion Administrator Jul 2000 – Aug 2000
Assistant Hyperion Administrator Jan 1999 – Jul 2000
Assistant Treasury Manager Oct 1997 – Jan 1999

Responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data.

As Assistant Treasury Manager managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager For nine months in the absence of the Treasury Manager.

Certifications

- Justice of the Peace – State of New Hampshire
- Notary Public – State of New Hampshire

Continuing Education

- U.S. Notary Course in Notary Public Law
- ADP Reportsmith Class
- CompuMaster "Getting the Most from Microsoft Office"
- Skillpath Seminar "The Conference for Women"
- International Trade Resource Center
 - Export Documentation
 - Foreign Credit & Collection
 - AES Direct Training
- NH PTAP
 - Doing Business With the Government – Procurement Basics
 - Contract Basics
 - U.S. General Services Administration (GSA) – Training: How to Obtain a GSA Schedules Contract
- Project Management Training
- Auditing Staff Level I
- Business Process Kaizen
- Distinctions Customer Service Training

Education

May 1995 KEENE STATE COLLEGE, Keene, New Hampshire
Bachelor of Science Degree in Business Management
Accounting Concentration

Community Service

- Den Leader, Cub Scout Pack 369, Moultonborough, NH
- Advancements Chair, Cub Scout Pack 369, Moultonborough, NH
- Chair, Recreation Advisory Board, Town of Moultonborough
- Sunday School Teacher, Moultonborough United Methodist Church
- Nursery Coordinator, Moultonborough United Methodist Church

References

Professional

Christopher Carrier
Product Manager
Equallogic, Inc.
Nashua, NH 03063
(603) 512-8683

Jenn Dorr, CPA
Audit Manager
Vachon, Clukay & Co., PC
Manchester, NH 03101
(603) 622-7070

John Helenek
Partner
Wilcom, Inc.
Laconia, NH 03246
(631) 738-9475

David Detscher
Vice President
Wilcom, Inc.
Laconia, NH 03246
(603) 273-0412

Personal

Donna Keuthe
Recreation Director
Town of Moultonborough
(603) 476-8868

Crystal Finefrock
Director of Financial Aid
Plymouth State College
(603) 535-2359

Christine Roman
15 Year Teacher
Winnisquam Regional School District
(603) 707-0963

Rebecca Forrestall
Director of Special Education
John Stark Regional HS
(603) 340-2916

Shannon M. Kelly

OBJECTIVE: To obtain a position where I can utilize my skills effectively to enhance the lives of others.

EDUCATION: **Wheelock College, Boston, MA**
Bachelors of Social Work, 1985

EXPERIENCE: **Lakes Region Community Services, Laconia, NH**
DIRECTOR OF HOME ASSIST SERVICES (3/10 to present)
Responsibilities: support the marketing of the service via public presentations, articles and advertisement; oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensures the program's licensing and certification.

DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)
Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

New England Salem Children's Trust, Rumney, NH
DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)
Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

Lakes Region Community Services, Laconia, NH
DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)
Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)
Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)
Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

Center for Humanistic Change, North Adams, MA
CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)
VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)

TRAINING:

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

REFERENCES:

Available upon request.

Shelley Kelleher

Skills	Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP
--------	---

Lakes Region Community Services

Laconia, NH

2012-Present	Controller -Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.
--------------	---

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

2007-2011	Senior Staff Accountant -Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.
-----------	--

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

Arrow Enterprise Storage Solutions/AECS

Englewood, CO

2001-2006	Finance Manager -Manage controls and accuracy of financial data for \$300M division.
-----------	---

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

MOCA, Inc. An Arrow Company

Marlborough, MA

2000-2001	Senior Manager, Financial Planning and Analysis -Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.
-----------	--

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

1996-2000	Merisel, Incorporated
-----------	------------------------------

Marlborough, MA

NAM Reporting and Financial Analysis Manager-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.

- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

State Street Bank & Trust Company

Quincy, MA

Client Service Manager-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

Auditor-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Business Administration
Bentley University, Waltham, MA
Concentration: Finance

May 1993
Graduate School of Business

BA in Economics and Political Science
University of Massachusetts, Boston, MA

July 1987
School of Arts and Sciences

LAKES REGION COMMUNITY SERVICES

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Rebecca Bryant	Interim Executive Director	\$95,000	0	
Shannon Kelly	Director of Community Services	\$71,625	0	
Shelley Kelleher	Interim CFO	\$75,000	0	

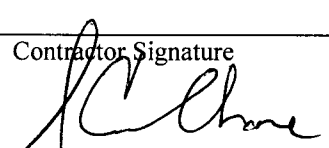
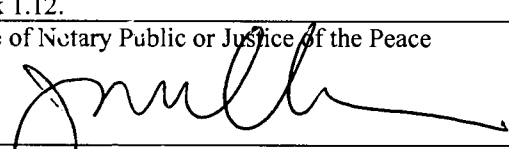
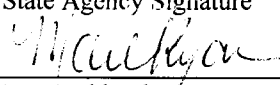
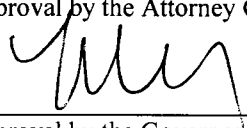
Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-06)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lake Sunapee Community Health Services		1.4 Contractor Address 107 Newport Road PO Box 2209 New London, NH 03257	
1.5 Contractor Phone Number 603-526-4077	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$609,515.00
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Culhane, President/CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Merrimack</u> On <u>11/21/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Joanne Miller			
1.14 State Agency Signature  Date: <u>12/29/16</u>		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director CHS	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/17/17</u> Megan A. York - Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

Agreement. This provision shall survive termination of this Agreement.

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

19. CONSTRUCTION OF AGREEMENT AND TERMS.

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

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

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

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

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

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




Exhibit A

Scope of Services

1. Provisions Applicable to All Services

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan County service area, which includes the towns of:
 - 1.3.1. Claremont.
 - 1.3.2. Croydon.
 - 1.3.3. Goshen.
 - 1.3.4. Grantham.
 - 1.3.5. Lempster.
 - 1.3.6. Newport.
 - 1.3.7. Springfield.
 - 1.3.8. Sunapee.
 - 1.3.9. Unity.
 - 1.3.10. Washington.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
 - 1.4.1. The Medicaid State Plan.
 - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.4.3. The Medicaid Program.
 - 1.4.4. Services provided through the Veterans Administration.


11/21/16



- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
 - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
 - 1.6.1. July 1 to September 30.
 - 1.6.2. October 1 to December 31.
 - 1.6.3. January 1 to March 31.
 - 1.6.4. April 1 to June 30.

2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
 - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
 - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
 - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
 - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

LC
11/21/18



- 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
 - 2.1.1.3.1.1. Washing dishes;
 - 2.1.1.3.1.2. Dusting;
 - 2.1.1.3.1.3. Vacuuming;
 - 2.1.1.3.1.4. Sweeping;
 - 2.1.1.3.1.5. Wet-mopping floors;
 - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
 - 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
 - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;

[Handwritten signature]
[Handwritten date: 10/16]



- 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
 - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
 - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
 - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
 - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
 - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

AC
11/16



- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
 - 2.1.2.1. Receive referrals from an individual's health care provider(s).
 - 2.1.2.2. Perform evaluations of individuals' medical needs.
 - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
 - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
 - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
 - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
 - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
 - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
 - 2.1.3.3. Receive referrals from an individual's health care provider(s).
 - 2.1.3.4. Perform an evaluation of the individual's medical needs;

[Handwritten Signature]
11/21/16



- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
- 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
- 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
- 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
 - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
 - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

[Handwritten Signature]
[Handwritten Date]



- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

[Handwritten Signature]
[Handwritten Date: 11/21/16]



contribute to the individual's risk of neglect, abuse, and exploitation.

- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

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

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



2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:


2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services


11/2/16



- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
 - 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
 - 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
 - 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.
- 2.2.8. Referring Clients to Other Services
- 2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.
- 2.2.9. Client Wait Lists
- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
 - 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
 - 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
 - 2.2.9.3.1. The individual's full name and date of birth.
 - 2.2.9.3.2. The name of the service being requested.
 - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
 - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.



- 2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
 - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
 - 2.2.9.4.2. Declining mental or physical health of the caregiver.
 - 2.2.9.4.3. Declining mental or physical health of the individual.
 - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
 - 2.2.9.4.5. Length of time on the wait list.
 - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
 - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list. in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

[Signature]
4/21/16



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

2.2.11. Criminal Background Check and BEAS State Registry Checks

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

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
 - 2.2.12.1.1. The client's name.
 - 2.2.12.1.2. The type of service received by the client.
 - 2.2.12.1.3. The date of written complaint or concern of the client.
 - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
 - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

[Handwritten Signature]
[Handwritten Date: 11/1/16]



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

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

2.2.13. Privacy and Security of Client Information

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

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

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

LC
11/21/16



obligations prior to the completion date such as but not limited to:

2.2.14.1.1. Reducing hours of operation.

2.2.14.1.2. Changing a geographic service area.

2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

2.2.14.2.1. The reasons for the inability to deliver services.

2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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

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

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

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

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

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

2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

[Handwritten Signature]
10/1/16



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

2.2.16. Client Feedback

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

3. Staffing

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

4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section

[Handwritten Signature]
11/21/16



2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
 - 5.1.1. Expenses by program service provided.
 - 5.1.2. Revenue, by program service provided, by funding source.
 - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
 - 5.1.4. Actual Units served, by program service provided, by funding source.
 - 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
 - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
 - 5.1.7. Unmet need/waiting list.
 - 5.1.8. Lengths of time clients are on a waiting list.
 - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
 - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
 - 6.1.1. Data.
 - 6.1.2. Financial records.
 - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

[Handwritten Signature]
11/21/16



- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
- 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
- 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

LC
10/21/16



Exhibit B

Method and Conditions Precedent to Payment

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

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

[Signature]
[Date]

Exhibit B-1 Rate Sheet

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

10/01/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,375	\$9.58	\$176,032.50
In Home Care Services (Title III)	1/2 Hour	3,375	\$9.58	\$32,332.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,616	\$12.50	\$20,200.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,500	\$9.58	\$234,710.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$9.58	\$43,110.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$12.50	\$26,937.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,125	\$9.58	\$58,677.50
In Home Care Services (Title III)	1/2 Hour	1,125	\$9.58	\$10,777.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	539	\$12.50	\$6,737.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00


Contractor Initials:  Date: 11/25/16



SPECIAL PROVISIONS

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

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


11/21/16



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

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

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

[Signature]
4/21/16



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

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



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

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

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

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

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

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

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

[Handwritten Signature]
[Handwritten Date: 11/11/14]



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

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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


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

[Handwritten Signature]
11/1/16



REVISIONS TO GENERAL PROVISIONS

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


11/21/16



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
 - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

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

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

11/21/16
Date

Contractor Name: James Culhane
Lake Sunapee VNA
[Signature]
Name: _____
Title: President/CEO

Contractor Initials [Signature]
Date 11/21/16



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

James Culhane
Lake Umbagog VNA

11/21/16
Date

Name:

Title:

[Signature]
President/CEO

[Signature]
Date 11/21/16



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

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

INSTRUCTIONS FOR CERTIFICATION

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

[Signature]
7/24/16



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Date 11/21/16

Contractor Name: James C. Ihave
Lake Sunapee VITA
J. Ihave
Name: _____
Title: President/CEO



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

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

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

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

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

Exhibit G

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

Contractor Initials

AC
11/21/16

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

11/21/16
Date

Contractor Name: James Colthart
Lake Sunapee VNA
[Signature]
Name: _____
Title: President/CEO

Exhibit G

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

Contractor Initials [Signature]
Date 11/21/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

11/21/16
Date

Contractor Name: James C. Kane
Lab Smoke VMA
[Signature]
Name: _____
Title: President/CEO



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) Definitions.

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



Exhibit I

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

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

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

11/21/16



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

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

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

[Signature]
11/21/14



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

[Signature]
11/21/16



Exhibit I

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

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

The State

Maureen Ryan
Signature of Authorized Representative

Maureen Ryan
Name of Authorized Representative

Director, OHS
Title of Authorized Representative

12/7/16
Date

Lake Sunapee VHA
Name of the Contractor

James Culhane
Signature of Authorized Representative

James Culhane
Name of Authorized Representative

President/CEO
Title of Authorized Representative

11/21/16
Date



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

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

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

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

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

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

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

11/21/10
Date

Contractor Name:

James Culhane
Lake Sunapee VNA

Name:

Title:

J. Culhane
President / CEO

JC
11/21/10



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: 181269432
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

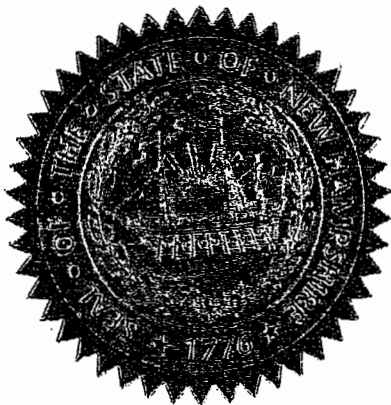
[Signature]
11/21/16

State of New Hampshire
Department of State

MAY 13 2016

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby
certify that LAKE SUNAPEE COMMUNITY HEALTH SERVICES is a New
Hampshire nonprofit corporation formed February 1, 1990. 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 16th day of May A.D. 2016

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Lake Sunapee Community Health Services
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 8/30/2016:
(Date)

RESOLVED: That the James Culhane, CEO/President
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 21st day of November, 2016.
(Date Contract Signed)

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

of the Agency.

[Signature]
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

The forgoing instrument was acknowledged before me this 5th day of Dec, 2016.

By BRENDA COOPER
(Name of Elected Officer of the Agency)

[Signature]
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-25-20

BRENDA R. COOPER
Notary Public - New Hampshire
My Commission Expires February 25, 2020

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/13/2016

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

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

PRODUCER USI Insurance Svcs LLC, CL 3 Executive Park Drive, Suite 300 Bedford, NH 03110-0406 855 874-0123	CONTACT NAME: PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Lake Sunapee Region VNA PO Box 2209 New London, NH 03257	<table border="1"> <tr> <th data-bbox="829 453 1428 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1428 453 1561 478">NAIC #</th> </tr> <tr> <td data-bbox="829 478 1428 510">INSURER A : Technology Insurance Company, I</td> <td data-bbox="1428 478 1561 510">42376</td> </tr> <tr> <td data-bbox="829 510 1428 541">INSURER B :</td> <td data-bbox="1428 510 1561 541"></td> </tr> <tr> <td data-bbox="829 541 1428 573">INSURER C :</td> <td data-bbox="1428 541 1561 573"></td> </tr> <tr> <td data-bbox="829 573 1428 604">INSURER D :</td> <td data-bbox="1428 573 1561 604"></td> </tr> <tr> <td data-bbox="829 604 1428 636">INSURER E :</td> <td data-bbox="1428 604 1561 636"></td> </tr> <tr> <td data-bbox="829 636 1428 663">INSURER F :</td> <td data-bbox="1428 636 1561 663"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Technology Insurance Company, I	42376	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Technology Insurance Company, I	42376														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS												
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$												
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$												
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$												
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N N/A	TWC3491902	07/01/2016	07/01/2017	<table border="1"> <tr> <th data-bbox="1129 1278 1295 1310">PER STATUTE</th> <th data-bbox="1295 1278 1361 1310">OTH-ER</th> <th data-bbox="1361 1278 1561 1310">LIMITS</th> </tr> <tr> <td data-bbox="1129 1310 1295 1344">E.L. EACH ACCIDENT</td> <td data-bbox="1295 1310 1361 1344"></td> <td data-bbox="1361 1310 1561 1344">\$500,000</td> </tr> <tr> <td data-bbox="1129 1344 1295 1377">E.L. DISEASE - EA EMPLOYEE</td> <td data-bbox="1295 1344 1361 1377"></td> <td data-bbox="1361 1344 1561 1377">\$500,000</td> </tr> <tr> <td data-bbox="1129 1377 1295 1404">E.L. DISEASE - POLICY LIMIT</td> <td data-bbox="1295 1377 1361 1404"></td> <td data-bbox="1361 1377 1561 1404">\$500,000</td> </tr> </table>	PER STATUTE	OTH-ER	LIMITS	E.L. EACH ACCIDENT		\$500,000	E.L. DISEASE - EA EMPLOYEE		\$500,000	E.L. DISEASE - POLICY LIMIT		\$500,000
PER STATUTE	OTH-ER	LIMITS																	
E.L. EACH ACCIDENT		\$500,000																	
E.L. DISEASE - EA EMPLOYEE		\$500,000																	
E.L. DISEASE - POLICY LIMIT		\$500,000																	

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

This certificate covers all operations usual and customary to the insured's business of Home, Health & Hospice care.
Evidence of Insurance.

CERTIFICATE HOLDER

CANCELLATION

NH Department of Health & Human Services 129 Pleasant Street Concord, NH 03301-3857	<p>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.</p> <p>AUTHORIZED REPRESENTATIVE</p> <p><i>E. David Jones</i></p>
--	---



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/17/2017

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 Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): 603-886-4230 E-MAIL: kgutekunst@eatonberube.com ADDRESS: kgutekunst@eatonberube.com
INSURED LAKSU Lake Sunapee Region Visiting Nurse Associates and Affiliates 107 Newport Road, PO Box 2209 New London NH 03257	INSURER(S) AFFORDING COVERAGE INSURER A : American Alternative Ins Corp INSURER B : Travelers Indemnity Co INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES

CERTIFICATE NUMBER: 686711424

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			VHHHHG305466104	3/1/2017	3/1/2018	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$50,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$3,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$3,000,000
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							\$
A	AUTOMOBILE LIABILITY			VHHHHA105063600	3/1/2017	3/1/2018	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input checked="" type="checkbox"/> NON-OWNED AUTOS							\$
A	UMBRELLA LIAB			VHHHHX535060703	3/1/2017	3/1/2018	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	\$1,000,000
	<input type="checkbox"/> OCCUR							\$
	<input checked="" type="checkbox"/> CLAIMS-MADE							\$
	DED <input type="checkbox"/> RETENTION \$							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			VHHHHG305466104	3/1/2017	3/1/2018	1,000,000 per claim	3,000,000 aggr
B	Crime			106018374	3/1/2017	3/1/2018	Fidelity	\$300,000
A				VHHHHP205200004	3/1/2017	3/1/2018	Property	\$2,665,390

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

visiting Nurse Association and Hospice

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
NH DHHS-Bureau of Elderly & Adult Svcs
129 Pleasant St
Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

Shirley R. Berube

© 1988-2010 ACORD CORPORATION. All rights reserved.

FINANCIAL STATEMENTS

3.2.12.



BerryDunn



Lake Sunapee Region VNA & Hospice

CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2015 and 2014

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations

We have audited the accompanying consolidated financial statements of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations (the Association), which comprise the consolidated balance sheet as of September 30, 2015, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations as of September 30, 2015, and the results of their operations, changes in their net assets and their cash flows for the year then ended, in accordance with U.S. generally accepted accounting principles.

Prior Period Financial Statements

The financial statements as of September 30, 2014 were audited by Brad Borbidge, P.A., who merged with Berry Dunn McNeil & Parker, LLC as of January 1, 2015, and whose report dated January 8, 2015, expressed an unmodified opinion on those statements.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 8, 2015

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS**Consolidated Balance Sheets****September 30, 2015 and 2014****ASSETS**

	<u>2015</u>	<u>2014</u>
Current assets		
Cash and cash equivalents	\$ 1,396,832	\$ 1,297,322
Cash - fiscal agent	31,764	-
Patient accounts receivable, less allowance for uncollectible accounts of \$231,055 in 2015 and \$155,000 in 2014	1,253,299	1,032,293
Other receivables	5,722	12,592
Prepaid expenses	<u>50,216</u>	<u>57,741</u>
Total current assets	2,737,833	2,399,948
Investments	1,056,195	882,890
Property and equipment, net	<u>1,211,706</u>	<u>1,129,183</u>
Total assets	<u>\$ 5,005,734</u>	<u>\$ 4,412,021</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 62,368	\$ 83,949
Accrued payroll and related expenses	224,311	196,926
Deferred revenue	198,677	179,887
Due to fiscal agent	<u>31,764</u>	<u>-</u>
Total current liabilities	<u>517,120</u>	<u>460,762</u>
Net assets		
Unrestricted	4,384,800	3,849,481
Temporarily restricted	24,281	22,245
Permanently restricted	<u>79,533</u>	<u>79,533</u>
Total net assets	<u>4,488,614</u>	<u>3,951,259</u>
Total liabilities and net assets	<u>\$ 5,005,734</u>	<u>\$ 4,412,021</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Operations

Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Operating revenue		
Patient service revenue	\$ 5,970,971	5,626,134
Provision for bad debt	<u>(108,639)</u>	<u>(72,004)</u>
Net patient service revenue	5,862,332	5,554,130
Net assets released from restrictions for operations	14,339	6,433
Other operating revenue	<u>69,614</u>	<u>61,884</u>
Total operating revenue	<u>5,946,285</u>	<u>5,622,447</u>
Operating expenses		
Salaries and benefits	4,615,872	4,348,739
Supplies and other operating expenses	832,302	902,768
Professional fees and contract services	365,186	645,453
Depreciation and amortization	<u>92,323</u>	<u>89,125</u>
Total operating expenses	<u>5,905,683</u>	<u>5,986,085</u>
Operating surplus (loss)	<u>40,602</u>	<u>(363,638)</u>
Other revenue and gains		
Contributions	414,036	339,703
Municipal appropriations/United Way	92,867	99,521
Investment income	19,631	9,750
Change in fair value of investments	<u>(42,817)</u>	<u>63,928</u>
Total other revenue and gains	<u>483,717</u>	<u>512,902</u>
Excess of revenues over expenses	524,319	149,264
Net assets released from restrictions for capital acquisition	<u>11,000</u>	<u>15,923</u>
Increase in unrestricted net assets	\$ <u>535,319</u>	\$ <u>165,187</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Unrestricted net assets		
Excess of revenue over expenses	\$ 524,319	\$ 149,264
Net assets released from restrictions for capital acquisition	<u>11,000</u>	<u>15,923</u>
Increase in unrestricted net assets	<u>535,319</u>	<u>165,187</u>
Temporarily restricted net assets		
Contributions	27,375	22,410
Net assets released from restrictions for operations	(14,339)	(6,433)
Net assets released from restrictions for capital acquisition	<u>(11,000)</u>	<u>(15,923)</u>
Increase in temporarily restricted net assets	<u>2,036</u>	<u>54</u>
Change in net assets	537,355	165,241
Net assets, beginning of year	<u>3,951,259</u>	<u>3,786,018</u>
Net assets, end of year	<u>\$ 4,488,614</u>	<u>\$ 3,951,259</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Cash Flows

Years Ended September 30, 2015 and 2014

	<u>2015</u>	<u>2014</u>
Cash flows from operating activities		
Change in net assets	\$ 537,355	\$ 165,241
Adjustments to reconcile change in net assets to net cash provided (used) by operating activities		
Depreciation	92,323	89,125
Bad debt expense	108,639	72,004
Change in fair value of investments	42,817	(63,928)
(Increase) decrease in the following assets:		
Patient accounts receivable	(329,645)	(431,908)
Other receivables	6,870	(1,781)
Prepaid expenses	7,525	7,096
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(21,581)	39,749
Accrued payroll and related expenses	27,385	18,722
Deferred revenue	<u>18,790</u>	<u>9,652</u>
Net cash provided (used) by operating activities	<u>490,478</u>	<u>(96,028)</u>
Cash flows from investing activities		
Capital expenditures	(174,846)	(47,321)
Proceeds from sale of investments	84,927	-
Purchase of investments	<u>(301,049)</u>	<u>(818,962)</u>
Net cash used by investing activities	<u>(390,968)</u>	<u>(866,283)</u>
Net increase (decrease) in cash and cash equivalents	99,510	(962,311)
Cash and cash equivalents, beginning of year	<u>1,297,322</u>	<u>2,259,633</u>
Cash and cash equivalents, end of year	\$ <u>1,396,832</u>	\$ <u>1,297,322</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

1. Summary of Significant Accounting Policies

Organization

Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations - Lake Sunapee Home Care and Hospice, d/b/a Lake Sunapee Region Visiting Nurse Association, and Lake Sunapee Community Health Services, collectively referred to as "the Association", are non-profit corporations organized in the State of New Hampshire.

Lake Sunapee Region Visiting Nurse Association's primary purpose is to act as a holding company for Lake Sunapee Home Care and Hospice and Lake Sunapee Community Health Services.

Affiliated Organizations

Lake Sunapee Home Care and Hospice's primary purposes are to provide management services to its affiliate and home health and hospice care services to residents in surrounding communities.

Lake Sunapee Community Health Service's primary purposes are to provide personal care, homemaking and community clinic services to residents in surrounding communities.

Principles of Consolidation

The consolidated financial statements include the accounts of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations. The affiliations are through common board membership. All material intercompany balances and transactions have been eliminated in consolidation.

Income Taxes

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

Use of Estimates

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Cash and Cash Equivalents

Cash and cash equivalents include certificates of deposit with an original maturity of twelve months or less.

Allowance for Uncollectible Accounts

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

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2015</u>	<u>2014</u>
Balance, beginning of year	\$ 155,000	\$ 146,426
Provision	108,639	72,004
Write-offs	<u>(32,584)</u>	<u>(63,430)</u>
Balance, end of year	<u>\$ 231,055</u>	<u>\$ 155,000</u>

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

Investments

Investments in equity securities are reported at fair value. Investment income and the change in fair value are included in the excess of revenue over expenses to simplify the presentation of these amounts in the statement of operations, unless otherwise stipulated by the donor or State law.

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

Property and Equipment

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Deferred Revenue

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

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Agency has been limited by donors to a specific time period or purpose. Temporarily restricted net assets amount to \$24,281 and \$22,245 at September 30, 2015 and 2014, respectively.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is to be used for hospice services and education. Permanently restricted net assets amount to \$79,533 at September 30, 2015 and 2014.

Patient Service Revenue

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

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

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

Contributions

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

Excess of Revenue Over Expenses

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

2. Investments

A schedule of investments stated at fair value are as follows:

	<u>2015</u>	<u>2014</u>
Cash and cash equivalents	\$ 95,503	\$ 86,351
Mutual funds - equities	<u>960,692</u>	<u>796,539</u>
Total	<u>\$ 1,056,195</u>	<u>\$ 882,890</u>

Cash and cash equivalents included in investments are not included in cash and cash equivalents for reporting on the statement of cash flows.

Fair Value Measurements

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurements*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

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

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

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

The fair market values of the Association's investments are measured on a recurring basis using level 1 inputs.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

3. Property and Equipment

The cost and accumulated depreciation of property and equipment are as follows:

	<u>2015</u>	<u>2014</u>
Land	\$ 366,392	\$ 366,392
Building and improvements	1,057,177	977,635
Furniture and equipment	1,228,117	1,132,813
Leasehold improvements	<u>48,967</u>	<u>48,967</u>
Total cost	2,700,653	2,525,807
Less accumulated depreciation	<u>1,488,947</u>	<u>1,396,624</u>
Property and equipment, net	<u>\$ 1,211,706</u>	<u>\$ 1,129,183</u>

4. Line of Credit

The Association has a \$250,000 line of credit with a local bank, payable on demand through January 2016 and collateralized by all business assets with interest at prime plus 1.25%. The interest rate was 4.5% at September 30, 2015. There was no outstanding balance at September 30, 2015 or 2014.

5. Endowment

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Association
- (7) The investment policies of the Association.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

The Association's donor restricted endowments are invested in cash and cash equivalents. All income earned (there is no change in fair value) is expended in the year earned.

There are no board designated endowments. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor imposed restrictions.

6. Patient Service Revenue

Patient service revenue was as follows:

	<u>2015</u>	<u>2014</u>
Medicare	\$ 4,308,705	\$ 3,998,776
Medicaid	158,140	108,677
Other third-party insurance	546,062	730,552
Private pay	<u>958,064</u>	<u>788,129</u>
Total	<u>\$ 5,970,971</u>	<u>\$ 5,626,134</u>

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

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the consolidated financial statements.

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

7. Functional Expenses

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

	<u>2015</u>	<u>2014</u>
Program services	\$ 4,416,385	\$ 4,458,235
Administrative and general	<u>1,489,298</u>	<u>1,527,850</u>
Total	<u>\$ 5,905,683</u>	<u>\$ 5,986,085</u>

8. Malpractice Insurance

The Association insures its medical malpractice risks on a claims made basis. There were no known malpractice claims outstanding at September 30, 2015 which, in the opinion of management, will be settled for amounts in excess of insurance coverage; nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

9. Retirement Plan

The Association has a defined contribution plan under Internal Revenue Code Section 403(b), which covers substantially all employees. The cost of the contribution amounted to \$114,051 and \$126,616 for the years ended September 30, 2015 and 2014, respectively.

10. Concentration of Risk

The Association grants credit without collateral to its patients, most of who are local residents and are uninsured under third-party agreements. The following is a summary of accounts receivable, by funding source:

	<u>2015</u>	<u>2014</u>
Medicare	73%	73%
Medicaid	2	1
Other	<u>25</u>	<u>26</u>
Total	<u>100%</u>	<u>100%</u>

11. Fiscal Agent

During fiscal year 2015, the Association became the fiscal agent for the Eastman Community Association (Eastman) which is a charitable 501(c)(3) located in Grantham, New Hampshire. The Association is handling the collection of donations for Eastman's Community Nurse position. Funds held as the fiscal agent are reflected as an asset and liability in the consolidated financial statements.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2015 and 2014

12. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through December 8, 2015, which is the date the financial statements were available to be issued.



Lake Sunapee Region VNA & HOSPICE

Lake Sunapee Community Health Services

Board of Trustees
February 2016-February 2017

Deb Johnson *1/2017*

Sheldon Boege *1/2017*
Chairperson

Maynard Goldman, *1/2017*
Treasurer

Jim Culhane
President & CEO
jculhane@lakesunapeevna.org
603-526-4077

Linda Brenner *1/2017*
Secretary

JOANNE MILLER

Professional Experience:

05/2015-present **Connecticut Valley Home Care, Newport, NH**
Business Operations Manager

Responsibilities include:

- Budget & Variance reports
- Project team business lead for new EMR implementation
- Supervision/review of insurance/3rd party contracts
- Supervision/review of contractual grants
- Reporting for financial audits
- All responsibilities of Business Coordinator

01/2014-05/2015 **Connecticut Valley Home Care, Newport, NH**
Business Coordinator

Responsibilities include:

- Management of six employees in my department
- Grant writing & reporting
- Revenue management
- Supervision of insurance billing/coding
- Quality Improvement
- Payroll
- Liaison with HR, Finance & IT Departments
- Financial, analytical & statistical reporting

02/2013-01/2014 **Alice Peck Day Memorial Hospital, Lebanon, NH**
Revenue Coordinator

Responsibilities included:

- Coding audit project
- Meditech/Greenway Insurance & Employer Dictionary database
- Supplies code database

01/2012-10/2012 **Valley Family Physicians, PLLC, Claremont, NH**
Practice Manager

Responsibilities similar to those at Claremont Family Practice, but also included:

- Coordinated the implementation of a new EMR
- Meaningful Use analysis with dashboard utilization

09/1985-12/2011 **Claremont Family Practice, PLLC, Claremont, NH**
Practice Manager 1995-2011

Responsibilities included:

- Managed staff of 10+ employees and 3 providers including employee hiring and evaluations
- Trained staff in using new medical equipment and laboratory tests, and assessed competency at regular intervals
- Scheduling of physicians, clinical and office staff
- Addressing patient complaints and concerns
- Management of accounts receivable
- Review of fee schedules
- Payroll, taxes and retirement plan administration
- Purchasing, maintaining and upgrading of all office/medical supplies and computer systems

- CLIA Laboratory Director
- Clinical monitoring of immunization and diagnostic database for insurance carrier review
- Physician credentialing with hospitals, insurance carriers and CAQH

Office Manager 1991-1995
Medical Secretary 1985-1991

Education:

1985 New Hampshire Vocational Technical College, Claremont, NH
Medical Assistant Program 4.0 GPA, 43 credits

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Brown	Private Duty Program Director	\$78,499.20	20%	\$15,699.84
Yanme Miller	Grants Manager	\$65,000.04	100%	\$65,000.04
Cherie Leavitt	Scheduler	\$41,600.04	20%	\$8,320.00