



STATE OF NEW HAMPSHIRE

DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF DEVELOPMENTAL SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

May 28, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community-Based Care Services, Bureau of Developmental Services, Special Medical Services Section, to enter into an agreement not to exceed \$150,000.00 with the Visiting Nurse Association of Manchester and Southern New Hampshire, 1070 Holt Avenue, Suite 1400, Manchester, NH 03109 (Vendor Code 154134-B001), to provide family support services for children and adolescents with chronic health conditions and their families, effective July 1, 2013 or date of Governor and Council approval, whichever is later, through June 30, 2015.

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

100% Federal

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

Class/Account	Description	SFY 2014 Amount	FY 2015 Amount	TOTAL
102-500731	Contracts for Program Services	\$75,000.00	\$75,000.00	\$150,000.00

EXPLANATION

This request is for the provision of family support services for children with chronic illnesses and their families who reside in the Partners In Health Region 7 (a list of cities and towns that make up this region is attached). There are a total of twelve (12) PIH Regions that together provide service statewide. Each Region maintains family councils made up of parents who have children with chronic illnesses. These councils are involved with a variety of projects: parent education, recreational and social activities, support groups and respite. Together, they link families, communities and the State, providing a collective voice for families who know the issues of raising children with chronic health conditions. In addition, each Partners In Health site

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council

May 28, 2013

Page 2

provides a family support coordinator who collaborates with families to (a) find appropriate resources, (b) connect to support groups, (c) provide flexible funding for such things as emergency food, medicine, transportation, (d) enhance communication with schools and attend IEP meetings, (e) make special arrangements during hospitalizations and discharge.

It is estimated that between 190-225 children and their families will be served during each year of this contract.

A Request for Proposals which included detailed performance measures was published on the Department of Health and Human Services' website on January 16, 2013. A total of eleven (11) letters of intent from Partners In Health regional agencies were received. A written application was received from this bidder on February 20, 2013. No other bidders responded for this region.

After a thorough evaluation of the proposal submitted, the Visiting Nurse Association of Manchester and Southern New Hampshire was selected to provide services to children and families residing in Region 7. A Bid Summary is attached.

Should Governor and Executive Council determine not to authorize this request between 190-225 children and their families will not have access to support for community integration, financial assistance, or case management related to their child's chronic health condition.

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

The total agreement price for SFY 2014 is not to exceed \$75,000.00 and for SFY 2015 is also not to exceed \$75,000.00.

Area served: Partners In Health Region 7. A list of cities and towns to be served is attached.

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

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

EAC/mm

FY 2014-15

Family Support Services for Children and Adolescents with Chronic Health Conditions

REGION 7

Visiting Nurse Association of Manchester and Southern New Hampshire
NEW HAMPSHIRE PARTNERS IN HEALTH REGIONAL SITES

REGION 1 – BERLIN

Child & Family Services
25 Main Street
Lancaster, NH 03584

REGIONS 2 and 12 –UPPER VALLEY

Child & Family Services
3 Atwood Avenue
Lebanon, NH 03784

REGION 3 – LACONIA

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

REGION 4 – CONCORD

Community Bridges
2 Whitney Road
Concord, NH 03301

REGION 4 – KEENE

Monadnock Developmental Services
121 Railroad Avenue
Keene, NH 03431

REGION 6 – NASHUA

Gateways Community Services
144 Canal Street
Nashua, NH 03064

REGION 7 – MANCHESTER

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

REGION 8 - PORTSMOUTH

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

REGION 9 - DOVER

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

REGION 10 - DERRY

Gateways Community Services
144 Canal Street
Nashua, NH 03064

REGION 11 - CONWAY

White Mountain Community Health Services
298 White Mountain Highway
Conway, NH 03818

REGION 13 - LITTLETON

Child and Family Services
28 Lafayette Avenue
Littleton, NH 03561

FY 2014-15
Family Support Services for Children and Adolescents with Chronic Health Conditions

REGION 7
Visiting Nurse Association of Manchester and Southern New Hampshire

TOWNS AND CITIES SERVED

Auburn	Hooksett
Bedford	Londonderry
Candia	Manchester
Goffstown	New Boston

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

Applicant: *Visiting Nurse Association of Manchester and Southern New Hampshire
Region 7, Partners In Health Program

	Total Available	Average Score
1. Agency Capacity	(40 points)	<u>33</u>
2. Program Structure/Plan of Operation	(45 points)	<u>32</u>
3. Budget and Justification	(10 points)	<u>5</u>
4. Format	(5 points)	<u>4</u>
TOTAL	(100 points)	<u>74</u>

Reviewers:

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

Linda Graham, Masters of Education in Early Childhood Education, Administrator II, Family Centered- Early Supports and Services, Bureau of Developmental Services

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

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

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

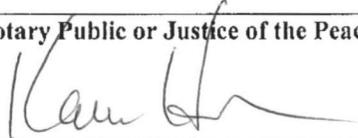
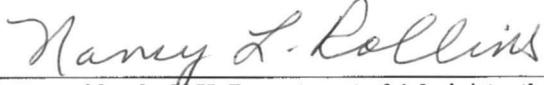
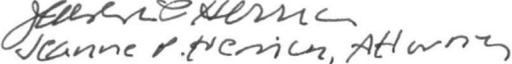
Subject: Family Support Services for Children and Adolescents with Special Health Care Needs - Manchester Site

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name Department of Health and Human Services DHHS Division of Community-Based Care Services Bureau of Developmental Services, Special Medical Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301	
1.3 Contractor Name Visiting Nurse Association of Manchester and Southern New Hampshire		1.4 Contractor Address 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	
1.5 Contractor Phone Number 603-622-3781	1.6 Account Number 010-093-7858-102-0731	1.7 Completion Date June 30, 2015	1.8 Price Limitation \$150,000.00
1.9 Contracting Officer for State Agency Nancy L. Rollins		1.10 State Agency Telephone Number 603-271-8181	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Carla Braveman, Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Hillsboro</u> On <u>4/3/13</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 KAREN A. HEBERT, Notary Public My Commission Expires May 25, 2016			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Nancy L. Rollins, Associate Commissioner	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  , Attorney On: <u>4 Jun. 2013</u>			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

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

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

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

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

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

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

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

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

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

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

14. INSURANCE.

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

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

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

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

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

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

15. WORKERS' COMPENSATION.

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

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

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

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

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

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

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

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

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

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

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

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Maryann Leclair, do hereby certify that :
(Name of Clerk of the Corporation; cannot be contract signatory)

1. I am a duly elected Clerk of the Visiting Nurse Association of Manchester and Southern NH, Inc.
(Corporation Name)
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 16, 2013:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Bureau of Developmental Services – Special Medical Services, for the provision of Partners In Health services.

RESOLVED: That the Vice President of the Visiting Nurse Association of Manchester and Southern NH
(Title of Contract Signatory)

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

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 16th day of April, 2013.
(Date Contract Signed)

4. Carla Braveman is the duly elected Vice President
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

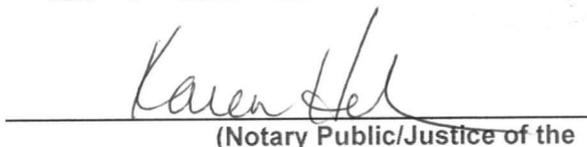
x 
(Signature of Clerk of the Corporation)

STATE OF NEW HAMPSHIRE

County of Hillsboro

The forgoing instrument was acknowledged before me this 16th day of April, 2013.

By Maryann Leclair
(Name of Clerk of the Corporation)


(Notary Public/Justice of the

Peace)
(NOTARY SEAL)

Commission Expires: _____

KAREN A. HEBERT, Notary Public
My Commission Expires May 25, 2016

NH Department of Health and Human Services

STANDARD EXHIBIT A

SCOPE OF SERVICES

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

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

CONTRACTOR:

NAME: Visiting Nurse Association of Manchester and Southern New Hampshire

ADDRESS: 1070 Holt Avenue, Suite 1400

Manchester, NH

03109

TELEPHONE: 603-622-3781

FAX: 603-641-4074

EMAIL: cbraveman@elliott-hs.org

EXECUTIVE DIRECTOR: Carla Braveman

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

1. General Provisions:

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

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

5 In the event of a vacancy in any of the Family Support Coordinator positions, the **Contractor** shall recruit for the position(s). The Special Medical Services Section shall maintain final approval in the selection process.

5.1 SMS should be notified in writing within one (1) month of hire of when a new Family Support Coordinator is hired to work in the program. A resume of the employee shall accompany this notification.

5.2 Resumes of all staff shall be submitted to SMS with the agency's application for funding.

5.3 The **Contractor** shall make a request in writing to the Special Medical Services Section before hiring new program personnel that do not meet the required staff qualifications. A waiver may be granted based on the need of the program, the individual's experience and/or additional training.

6 In addition, the Special Medical Services Section retains the right to reorganize services to ensure continuity of service delivery.

7 The **Contractor** provides documentation of program accomplishments and clinical statistics through the reporting mechanism established by the Special Medical Services Section's administrative staff. He/She also completes an annual report of activities and identified needs in an approved format and timeframe. Additional information may be requested at any time during the contract period, which the Contractor shall be required to submit.

2. Required activities of the **Family Support Services/Partners in Health Program** shall include, but not be limited to, the following:

2.1. Support the established Partners in Health Program site designed to enhance community support for families of children and adolescents with chronic health conditions.

2.2. Implement internal policies, procedures, standards and practices in collaboration with the Family Council, to maintain flexible, consistent, quality, effective and appropriate services in compliance with New Hampshire Law and Administrative Rules.

2.3. Advocate for the rights and needs of children who have chronic health conditions and their families.

2.4. Identify and utilize appropriate community resources to meet the needs of children and their families; and functions as a liaison among agency, family and team.

2.5. Provide consultation to children with chronic health conditions, their families, other team members, and other community providers regarding management of the multiple challenges

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

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

NH Department of Health and Human Services

STANDARD EXHIBIT B

METHODS AND CONDITIONS PRECEDENT TO PAYMENT

1. In consideration for the satisfactory completion of the services to be performed under the Agreement, the State agrees to fund the Contractor to provide the services specified in Exhibit A, Scope of Services. This Agreement shall not exceed \$150,000.00 during the program period as specified in Blocks 3.1 and 3.2 of the General Provisions of this Agreement. This contract is funded with Federal Funds made available from the Catalog of Federal Domestic Assistance, CFDA #93.667, Social Services Block Grant, in the amount of \$7,424,379.00.
2. Payments to the Contractor will be made on a monthly basis subject to the following conditions:
 - 2.1 The Contractor agrees to submit to the Special Medical Services Section by October 30, January 30, April 30 and June 30, reports of all expenditures.
 - 2.2 The Contractor shall submit expenditure reports for reimbursement for services rendered in accordance with the approved Budget. Such expenditure reports shall be submitted to the Special Medical Services Section on a monthly basis. These reports shall be in a form satisfactory to the State and shall be submitted no later than twenty (20) working days after the close of the month.
 - 2.3 The Contractor and/or the State may amend the contract budget through line item increases, decreases or the creation of new line items provided these amendments do not exceed the Contract Price. Such amendments shall only be made upon written request to and written approval by the State with programmatic justification.
 - 2.3 The total payments shall be based on the price limitation in Paragraph 1.8 of the General Provisions of this Agreement and upon the approved Budget.
 - 2.4 The Contractor agrees to submit to the Special Medical Services Section such other financial and program information as may be reasonably required. Failure to submit such other information shall constitute an Event of Default.
 - 2.5 The Contractor also agrees that payment for the final period of each program year, which is June 30, 2014 and June 30, 2015, shall not be made until the Contractor completes all activities and delivers all products as outlined in Exhibit A, Scope of Services.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any State law, rule or regulation applicable to the services provided or, if in the determination of the Administrator, Special Medical Services Section, the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The **Contractor** shall bill the NH Medicaid Program on behalf of Medicaid-eligible children and adolescents with chronic health conditions at a maximum of \$80,886.00 for each fiscal year covered under this contract.

Contractor Initials: CB

Date: 4/2/13

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's 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:

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

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

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

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

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

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

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

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

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

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

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within 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.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. 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.

16. 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.

17. 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:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 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

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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.

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

NH Department of Health and Human Services

STANDARD EXHIBIT C-I

ADDITIONAL SPECIAL PROVISIONS

1. No Federal appropriated funds have been paid or will be paid by, or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid, or will be paid, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

3. Debarment, Suspension or Other Responsibility Matters

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

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

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

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

5. Following the approval by the Governor and Executive Council, this contract shall commence on or about July 1, 2013 and terminate on June 30, 2015, with an option for renewal by way of a 2-year extension subject to availability of funding and priorities, satisfactory performance of the Scope of Services by the Contractor, mutual agreement by the parties and approval of contract renewals by the Governor and Executive Council.

6. Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account identified in block 1.6, or any other account, in the event funds are reduced or unavailable.”

NH Department of Health and Human Services

STANDARD EXHIBIT D

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

- (A) The grantee certifies that it will or will continue to provide a drug-free workplace by:
 - (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - (b) Establishing an ongoing drug-free awareness program to inform employees about
 - (1) The dangers of drug abuse in the workplace;
 - (2) The grantee's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
 - (1) Abide by the terms of the statement; and
 - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- (f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

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

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

1070 Holt Avenue, Suite 1400, Manchester, NH 03109

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

VNA of Manchester and Southern New Hampshire From: 7/1/2013 To: 6/30/2015
(Contractor Name) (Period Covered by this Certification)

Carla Braveman, Executive Director
(Name & Title of Authorized Contractor Representative)


(Contractor Representative Signature)

4/2/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

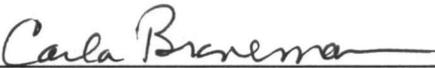
- *Temporary Assistance to Needy Families under Title IV-A
- *Child Support Enforcement Program under Title IV-D
- *Social Services Block Grant Program under Title XX
- *Medicaid Program under Title XIX
- *Community Services Block Grant under Title VI
- *Child Care Development Block Grant under Title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

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

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

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

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


 (Contractor Representative Signature)

Carla Braveman, Executive Director
 (Authorized Contractor Representative Name & Title)

VNA of Manchester and Southern New Hampshire
 (Contractor Name)

4/3/13
 (Date)

NH Department of Health and Human Services

STANDARD EXHIBIT F

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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:

- (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- (b) where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).

The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Carla Braveman _____ Carla Braveman, Executive Director
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

VNA of Manchester and Southern New Hampshire _____
(Contractor Name) 4/2/13 _____
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT G

CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Carla Braveman
(Contractor Representative Signature)

Carla Braveman, Executive Director
(Authorized Contractor Representative Name & Title)

VNA of Manchester and Southern New Hampshire
(Contractor Name)

4/2/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Carla Braveman
(Contractor Representative Signature)

Carla Braveman, Executive Director
(Authorized Contractor Representative Name & Title)

VNA of Manchester and Southern New Hampshire
(Contractor Name)

4/2/13
(Date)

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

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

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

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

Division of Community-Based Care Services
Bureau of Dev. Services, Special Medical Services

The State Agency Name

VNA of Manchester and Southern
New Hampshire

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Carla Braveman

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Carla Braveman

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Executive Director

Title of Authorized Representative

31 May 2013

Date

4/2/13

Date

NH Department of Health and Human Services

STANDARD EXHIBIT J

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

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

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

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

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

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

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

Carla Braveman Carla Braveman, Executive Director
(Contractor Representative Signature) (Authorized Contractor Representative Name & Title)

VNA of Manchester and Southern New Hampshire 4/2/13
(Contractor Name) (Date)

Contractor initials: CB
Date: 4/2/13
Page # 29 of Page # 30

NH Department of Health and Human Services

STANDARD EXHIBIT J

FORM A

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

1. The DUNS number for your entity is: 969613954

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

NO YES

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

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

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

NO YES

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

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

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

Name: _____	Amount: _____

Contractor initials: CB
Date: 4/2/13
Page # 30 of Page # 30

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES

AUDITED CONSOLIDATED FINANCIAL STATEMENTS

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

CONTENTS

	<u>Page</u>
INDEPENDENT AUDITOR'S REPORTS:	
Consolidated Financial Statements	1
CONSOLIDATED FINANCIAL STATEMENTS:	
Balance Sheets.....	2
Statements of Operations	3
Statements of Cash Flows	4 - 5
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS.....	6 - 26

BRAD BORBIDGE, P.A.

CERTIFIED PUBLIC ACCOUNTANTS
197 LOUDON ROAD, SUITE 350
CONCORD, NEW HAMPSHIRE 03301

TELEPHONE 603/224-0849
FAX 603/224-2397

INDEPENDENT AUDITOR'S REPORT ON CONSOLIDATED
FINANCIAL STATEMENTS

Board of Trustees
Visiting Nurse Association of Manchester and
Southern New Hampshire, Inc. and Affiliates
Manchester, New Hampshire

We have audited the accompanying consolidated balance sheets of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc., and Affiliates as of June 30, 2012 and 2011, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended. These consolidated financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits.

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

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of the Association as of June 30, 2012 and 2011, and the changes in consolidated net assets and its consolidated cash flows for the years ended June 30, 2012 and 2011, in conformity with generally accepted accounting principles in the United States of America.

As discussed in Note 1 to the consolidated financial statements, the Association adopted the fair value option of ASC Topic 825 effective July 1, 2011.



Concord, New Hampshire
September 13, 2012

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND
AFFILIATES

CONSOLIDATED BALANCE SHEETS

JUNE 30, 2012 AND 2011

ASSETS

	2012	2011
Current Assets		
Cash and cash equivalents	\$ 1,528,475	\$ 1,402,943
Patient accounts receivable, net of allowances for uncollectible accounts amounting to \$111,484 and \$137,375 at June 30, 2012 and 2011, respectively	1,373,955	1,159,299
Non-patient receivables	8,481	36,603
Other current assets	62,423	68,255
Total Current Assets	2,973,334	2,667,100
Property And Equipment, Net	158,837	862,517
Assets Limited as to Use or Restricted	4,390,355	4,610,151
TOTAL ASSETS	\$ 7,522,526	\$ 8,139,768

LIABILITIES AND NET ASSETS

Current Liabilities		
Accounts payable and accrued expenses	\$ 229,616	\$ 332,657
Accrued compensation and related expenses	916,223	968,132
Due to third party payers	94,982	94,982
Due to affiliates	180,312	142,136
Other current liabilities	25,173	58,868
Total Current Liabilities	1,446,306	1,596,775
Accrued pension	2,753,426	1,071,697
Total Liabilities	4,199,732	2,668,472
Net Assets		
Unrestricted	2,824,893	4,973,395
Temporarily restricted	34,841	34,841
Permanently restricted	463,060	463,060
Total Net Assets	3,322,794	5,471,296
TOTAL LIABILITIES AND NET ASSETS	\$ 7,522,526	\$ 8,139,768

(See accompanying notes to these consolidated financial statements)

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

CONSOLIDATED STATEMENTS OF OPERATIONS AND CHANGE IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Operating Revenue		
Net patient service revenue, net of contractual allowances and discounts	\$ 14,403,198	\$ 14,165,150
(Provision) recovery for bad debts	(163,855)	3,405
Net patient service revenue less provision for bad debts	14,239,343	14,168,555
Other operating revenue	483,452	475,385
Total Operating Revenue	14,722,795	14,643,940
Operating Expenses		
Salaries and benefits	11,669,825	11,766,330
Operating expenses	2,443,013	2,405,628
Depreciation and amortization	104,679	116,895
Restructuring expense	276,133	-
Total Operating Expenses	14,493,650	14,288,853
OPERATING INCOME	229,145	355,087
Non-Operating Gains (Losses)		
Contributions	64,045	89,065
Loss on disposal of equipment	-	(23,373)
Investment return	(83,337)	128,434
Non-Operating Gains (Losses), Net	(19,292)	194,126
EXCESS OF REVENUES OVER EXPENSES FROM CONTINUING OPERATIONS	209,853	549,213
Loss from discontinued operations	(58,916)	(195,522)
Loss from disposal of discontinued operations	(600,136)	-
(DEFICIT) EXCESS OF REVENUES OVER EXPENSES AFTER DISCONTINUED OPERATIONS	(449,199)	353,691
Change in unrealized gain on investments	(100,244)	468,053
Adjustment to initially adopt provisions of ASC 825	100,244	-
Temporarily restricted investment income	-	4
Change in minimum pension liability	(1,699,303)	1,139,045
CHANGE IN NET ASSETS	(2,148,502)	1,960,793
Net assets, beginning of year	5,471,296	3,510,503
NET ASSETS, END OF YEAR	\$ 3,322,794	\$ 5,471,296

(See accompanying notes to these consolidated financial statements)

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	2012	2011
Cash Flows From Operating Activities		
Change in net assets	\$ (2,148,502)	\$ 1,960,793
Adjustments to reconcile change in net assets to net cash provided by operating activities and gains and losses		
Depreciation and amortization	104,679	194,781
Bad debt expense	163,855	7,488
Net loss on disposal of discontinued operations	600,136	-
Loss from discontinued operations	58,916	195,522
Recognized loss from disposal of equipment	-	23,373
Net realized and unrealized gain(loss) on investments	83,337	(596,487)
Change in minimum pension liability	1,699,303	(1,139,045)
(Increase) decrease in the following assets:		
Accounts receivable	(378,511)	(56,813)
Non-patient accounts receivable	28,122	15,663
Other current assets	5,832	(10,903)
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(103,041)	45,884
Accrued compensation and related expenses	(51,909)	(42,590)
Due to affiliates	38,176	(140,081)
Other current liabilities	(33,695)	3,665
Accrued pension	(17,574)	(4,373)
Net Cash Provided By Continuing Operations	49,124	456,877
Cash flow used from discontinued operations	(28,147)	(195,522)
Net Cash Provided by Operating Activities	20,977	261,355
Cash Flows From Investing Activities		
Capital expenditures	(31,904)	(270,286)
Decrease (increase) in assets limited as to use	136,459	(370,107)
Net Cash Provided (Used) By Investing Activities	104,555	(640,393)

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC.
AND AFFILIATES

CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)

FOR THE YEARS ENDED JUNE 30, 2012 AND 2011

	<u>2012</u>	<u>2011</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	\$ 125,532	\$ (379,038)
Cash and cash equivalents beginning of year	<u>1,402,943</u>	<u>1,781,981</u>
CASH AND CASH EQUIVALENTS END OF YEAR	<u>\$ 1,528,475</u>	<u>\$ 1,402,943</u>

(See accompanying notes to these consolidated financial statements)

VISITING NURSE ASSOCIATION OF MANCHESTER
AND SOUTHERN NEW HAMPSHIRE, INC. AND AFFILIATES

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

JUNE 30, 2012 AND 2011

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Visiting Nurse Association of Manchester and Southern New Hampshire, Inc., "VNAMSNH", is a non-stock, non-profit corporation organized in New Hampshire. VNAMSNH is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3).

As of June 30, 2000, VNAMSNH is a wholly owned subsidiary through board membership of Elliot Health System "The System". Elliot Health System is a holding company for a wide range of health care organizations providing comprehensive health care services to residents throughout southern New Hampshire.

VNAMSNH's primary purpose is to provide management services to the following affiliated organizations. The affiliation is accomplished through common board members.

Affiliates

VNA Home Health and Hospice Services, Inc., "VNAHHHS", was organized January 1, 1986 as a non-stock, non-profit corporation in New Hampshire. VNAHHHS is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3). VNAHHHS's primary purposes are to provide home health care, hospice and child health services to residents in the City of Manchester and the surrounding communities.

VNA Community Services, Inc., "VNACS", was organized January 1, 1986 in New Hampshire as a non-stock, non-profit corporation. VNACS is exempt from federal income taxes under the Internal Revenue Code Section 501(c)(3). VNACS's primary purposes are to provide day care services and the promotion of health to residents in the City of Manchester and the surrounding communities. VNACS transferred its assets on December 28, 2011 and ceased its operations.

VNA Personal Services, Inc., "VNAPS", was organized January 1, 1986 in New Hampshire as a non-stock, non-profit corporation. The Association is exempt from Federal income taxes under the Internal Revenue Code Section 501(c)(3). VNAPS provides personal care and private duty services to residents in the City of Manchester and the surrounding communities.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Principles of Consolidation

For the years ended June 30, 2012 and 2011, the consolidated financial statements include the accounts of Visiting Nurse Association of Manchester and Southern New Hampshire, Inc. and its affiliates: VNA Home Health and Hospice Services, Inc., VNA Community Services, Inc. and VNA Personal Services, Inc. Collectively, these agencies will be referred to as "the Association".

The affiliations are through common board membership. All significant intercompany balances and transactions have been eliminated in consolidation.

Income Taxes

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

Use of Estimates

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

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as temporary investments.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Accounts Receivable and the Allowance for Uncollectible Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectibility of accounts receivable, the Association analyzes its past history and identifies trends for all funding sources in the aggregate. Balances in excess of one year are 100% reserved to estimate the appropriate allowance for doubtful accounts and a provision for bad debts. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2012</u>	<u>2011</u>
Beginning of year	\$ 137,375	\$ 247,167
Provision (recovery)	163,855	(3,405)
Write - off	<u>(189,746)</u>	<u>(106,387)</u>
End of year	<u>\$ 111,484</u>	<u>\$ 137,375</u>

The allowance for uncollectible accounts for the year ended June 30, 2011 was the result of a positive historical trend in actual write-off compared to the provision. The increase in the allowance for uncollectible account for the year ended June 30, 2012 was the result of an increase in higher deductible employer plans and third party including Medicaid retroactive eligibility denials.

Investments

Investments in equity and debt securities with readily determined fair value are reported at market. Investment income, and the recognized change in fair value are included in the excess of revenue over expenses 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 sheets, statements of operations, and changes in net assets.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Assets Limited as to Use

Assets limited as to use include assets designated by the governing board and donor-restricted contributions.

Property and Equipment

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

Temporarily and Permanently Restricted Net Assets

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity. The Association had temporarily restricted net assets representing donor restricted contributions of \$34,841 at June 30, 2012 and 2011. These contributions are restricted to the parent/child program. Permanently restricted net assets representing endowments amounted to \$463,060 for the years ended June 30, 2012 and 2011.

Donor Restricted Gifts

Unconditional promises to give cash and other assets (pledges) are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets.

When a donor restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met within the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

Donor restricted endowment gifts are reported as assets limited as to use.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Promises to Give

Unconditional promises to give that are expected to be collected in future years are recorded at the present value of their estimated future cash flows. The discounts on those amounts are computed using risk-free interest rates applicable to the years in which the promises are received. Amortization of the discounts is included in contribution revenue. Conditional promises to give are not included as support until the conditions are substantially met.

Gifts of Long-lived Assets

Gifts of long-lived assets, such as land, buildings or equipment, are reported as unrestricted support unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as restricted support. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expiration of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Patient Service Revenue

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

Retirement Benefits

The Association participates in a defined benefit pension plan for certain of its employees, the Elliot Health System Pension Plan (the Plan), which is sponsored by the System.

Effective July 1, 2006, the Plan was amended to close the Plan to employees hired after June 30, 2006. Eligible employees hired prior to July 1, 2006 are grandfathered under the Plan and will continue to accrue benefits as long as they remain at a participating System entity and in an eligible status.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

The System's funding policy is to contribute amounts to the Plan sufficient to meet minimum funding requirements set forth in the Employee Retirement Income Security Act of 1974, plus such additional amounts as might be determined to be appropriate from time to time. The Plan is intended to constitute a plan described in Section 414(k) of the Internal Revenue Code, under which benefits derived from employer contributions are based on the separate account balances of participants in addition to the defined benefits under the Plan.

The System provides a defined contribution program for all eligible employees hired on or after July 1, 2006. Under this program, eligible employees may receive annual employer contributions to a System sponsored tax sheltered annuity plan or 401(k) plan up to 3% of annual base pay.

The System also provides discretionary matching contributions to the System tax sheltered annuity plan or 401(k) plan equal to one-half of the employee's contribution up to 4% of their annual base pay. The matching contribution was suspended for June 30, 2012 and 2011, respectively.

Total expense incurred by the Association was \$381,627 and \$431,261 under these defined contribution plans for the years ended June 30, 2012 and 2011, respectively.

Excess of Revenues Over Expenses

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

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Discontinued Operations

On December 28, 2011 VNA Community Services, Inc. transferred its assets to Easter Seals New Hampshire, Inc. and discontinued the operations of its child day care service facility. The loss realized in 2012 was reported as a loss from discontinued operations in the accompanying consolidated statement of operations and changes in net assets.

Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2011-07, *"Health Care Entities"* (Topic 954: *Presentation and disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts for Certain Health Care Entities*). The ASU is effective for fiscal years and interim periods beginning after December 31, 2011, with early adoption permitted. Changes to the presentation of the provision for bad debts related to patient service revenue in the statement of operations is applied retrospectively to all prior periods presented. The ASU states that a health care entity that recognized significant amounts of patient service revenue at the time the services are rendered even though it does not assess the patient's ability to pay, must present bad debts as a reduction of net patient revenue and not as a separate item in operating expenses. As discussed above, the Association early adopted this guidance for the year ending June 30, 2012.

In August, 2010, the FASB issued ASU No. 2010-23, *Health Care Entities* (Topic 954), *Measuring Charity Care for Disclosure* (ASU 2010-23), which requires that cost be used as a measurement for charity care disclosure purposes and that cost be identified as the direct and indirect cost of providing the charity care. It also requires disclosure of the method used to identify or determine such costs. The Association adopted ASU 2010-23 effective for the year ended June 30, 2012. Since ASU 2010-23 amends disclosure requirement only, its adoption did not impact the Association consolidated statement of financial position, statement of operations or cash flow statements.

NOTE 2 INVESTMENTS

Investments are reported as assets limited as to use. Investments are stated at fair value and consisted of the following at June 30, 2012 and 2011:

	2012		2011	
	Cost	Fair Value	Cost	Fair Value
Cash and cash equivalents	\$ 362,310	\$ 362,310	\$ 192,194	\$ 192,194
Marketable equity securities	2,032,925	2,333,797	2,262,183	2,573,381
US Government obligations and corporate bonds	1,571,913	1,472,948	1,610,427	1,528,312
Limited partnership interest				
In hedge funds	<u>298,223</u>	<u>186,459</u>	<u>515,993</u>	<u>281,423</u>
Total (Note 4)	<u>\$ 4,265,371</u>	<u>\$ 4,355,514</u>	<u>\$ 4,580,797</u>	<u>\$ 4,575,310</u>

Investment income and gains (losses) on investments, investments whose use is limited and cash equivalents, for the years ended June 30, 2012 and 2011 consists of the following:

	2012	2011
Unrestricted Net Assets		
Other operating revenue		
Investment income	\$ 114,282	\$ 110,103
Non-operating gains and losses		
Realized (loss) gain on investments	16,907	128,434
Change in unrealized gain on investments	<u>(100,244)</u>	<u>468,053</u>
Total Unrestricted	30,945	706,590
Restricted Net Assets		
Investment income	<u>-</u>	<u>4</u>
Total	<u>\$ 30,945</u>	<u>\$ 706,594</u>

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

NOTE 2 INVESTMENTS (CONTINUED)

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. In determining fair value, the Association uses various methods including market, income and cost approaches. Based on these approaches, the Association often utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and or the risks inherent in the inputs to the valuation technique. These inputs can be readily observable, market corroborated, or generally unobservable inputs. The Association utilizes valuation techniques that maximize the use of observable inputs and minimize the use of unobservable inputs. Based on the observability of the inputs used in the valuation techniques, the Association is required to provide the following information according to the fair value hierarchy. The fair value hierarchy ranks the quality and reliability of the information used to determine fair values. Financial assets and liabilities carried at fair value will be classified and disclosed in one of the following three categories:

- Level 1- Valuations for assets and liabilities traded in active exchange markets, such as the New York Stock Exchange. Level 1 also includes U.S. Treasury and federal agency securities and federal agency mortgage-backed securities, which are traded by dealers or brokers in active markets. Valuations are obtained from readily available pricing sources for market transactions involving identical assets or liabilities.
- Level 2 - Valuations for assets and liabilities traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar assets or liabilities.
- Level 3 - Valuations for assets and liabilities that are derived from other valuation methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining the fair value assigned to such assets and liabilities.

In determining the appropriate levels, the Association performs a detailed analysis of the assets and liabilities that are subject to fair value measurements. At each reporting period, all assets and liabilities for which the fair value measurement is based on significant unobservable inputs are classified as Level 3.

For the years ended June 30, 2012 and 2011, the application of valuation techniques applied to similar assets and liabilities has been consistent.

NOTE 2 INVESTMENTS (CONTINUED)

The following table provides the investments carried at fair value measured on a recurring basis as of June 30, 2012 and 2011:

	Fair Value Measurement at June 30, 2012			
	Total Carrying Value at June 30, 2012	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Investments	<u>\$ 4,355,514</u>	<u>\$ 4,166,473</u>	<u>\$ 2,582</u>	<u>\$ 186,459</u>

	Fair Value Measurement at June 30, 2011			
	Total Carrying Value at June 30, 2011	Quoted Prices in Active Markets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Other Unobservable Inputs (Level 3)
Investments	<u>\$ 4,575,310</u>	<u>\$ 4,280,958</u>	<u>\$ 12,929</u>	<u>\$ 281,423</u>

The Association's Level 3 investments consist of so called, alternative investments, which total approximately \$186,459 and \$281,423 at June 30, 2012 and 2011, respectively. The alternative investments consist of interests in three funds (four in 2011) that are not actively traded. One of the funds, which consists of a private equity fund, is invested with Lehman Brothers, which has seen certain divisions declare bankruptcy in September 2008 and is undergoing liquidation. For this fund which has a carrying value of approximately \$42,021 at June 30, 2012, significant risk exists as the assets are held in a division of Lehman Brothers that has filed for bankruptcy protection. While insurance coverage exists to protect assets in the event of a bankruptcy, recoverability cannot be assured since eventual losses at Lehman Brothers may exceed the insurer's ability to pay claims.

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

NOTE 2 INVESTMENTS (CONTINUED)

A reconciliation of the fair value measurements using significant unobservable inputs (Level 3) is as follows:

	<u>2012</u>	<u>2011</u>
Beginning balance	\$ 281,423	\$ 347,713
Total other-than-temporary loss	(70,218)	86,063
Additional contributions	5,964	18,189
Capital distributions	<u>(30,710)</u>	<u>(170,542)</u>
Total	<u>\$ 186,459</u>	<u>\$ 281,423</u>

NOTE 3 PROPERTY AND EQUIPMENT

The cost and accumulated depreciation of property and equipment at June 30, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Land	\$ -	\$ 69,292
Buildings and improvements	-	1,562,962
Furniture and equipment	<u>1,354,434</u>	<u>1,506,772</u>
Total Cost	1,354,434	3,139,026
Less, accumulated depreciation	<u>1,195,597</u>	<u>2,276,509</u>
Property and Equipment, Net	<u>\$ 158,837</u>	<u>\$ 862,517</u>

NOTE 4 ASSETS LIMITED AS TO USE

Assets limited as to use consisted of the following board designated and donor restricted net assets at June 30, 2012 and 2011 as follows:

	<u>2012</u>	<u>2011</u>
Designated by the governing board		
For future use	\$ 3,030,585	\$ 3,240,075
Child care facility reserve	861,869	872,175
Donor restricted		
Temporarily	34,841	34,841
Permanently	<u>463,060</u>	<u>463,060</u>
Total	<u>\$ 4,390,355</u>	<u>\$ 4,610,151</u>

NOTE 4 ASSETS LIMITED AS TO USE (CONTINUED)

The composition of assets limited as to use at June 30, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Cash and cash equivalents	\$ 34,841	\$ 34,841
Investments (NOTE 2)	<u>4,355,514</u>	<u>4,575,310</u>
Total	<u>\$ 4,390,355</u>	<u>\$ 4,610,151</u>

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

NOTE 5 ENDOWMENTS

There were no board designated endowments. The Association's endowments primarily consist of an investment portfolio managed by the parent company Elliot Health Systems. As required by generally accepted accounting principles, net assets associated with endowment funds, are classified and reported based on the existence or absence of donor-imposed restrictions.

The Association has interpreted the Uniform *Prudent* Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor restricted endowment gifts and (c) accumulations to the donor restricted endowment made in

accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

NOTE 5 ENDOWMENTS (CONTINUED)

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

The Association spending policy is to appropriate for expenditure an amount equal to total investment return earned on endowments. As a result, the endowments are reported based on the historical cost value at the time of contribution.

The endowment assets consist of a balanced portfolio of cash, debt and equity securities.

NOTE 6 NET PATIENT SERVICE REVENUE

Net patient service revenue for the years ended June 30, 2012 and 2011 follows:

	<u>2012</u>	<u>2011</u>
Gross Fees:		
Medicare	\$ 11,093,022	\$ 10,579,517
Medicaid	1,939,982	1,948,489
Private pay	1,090,502	1,269,421
Private insurance	<u>2,069,259</u>	<u>1,997,859</u>
Gross Patient Service Revenue	16,192,765	15,795,286
Less Contractual Allowances	1,789,567	1,630,136
Less: Provision for Bad Debts	<u>163,855</u>	<u>(3,405)</u>
Net Patient Service Revenue	<u>\$ 14,239,343</u>	<u>\$ 14,168,555</u>

NOTE 6 NET PATIENT SERVICE REVENUE (CONTINUED)

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

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

The Association estimates the costs associated with providing charity care by calculating the ratio of cost to gross charges for care to private pay patients, and then multiplying that ratio by the gross uncompensated charges associated with providing care to patients eligible for free care. The estimated cost of providing services to patients under the Association's charity care policy amounted to \$66,253 and \$119,167 for the years ended June 30, 2012 and 2011, respectively.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$264,125 and \$547,197 for the years June 30, 2012 and 2011, respectively.

The Association provides medically necessary services to Medicaid patients at costs exceeding Medicaid reimbursement, which the Association considers to be partial charity care. The Association estimates the loss from providing services to Medicaid patients by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$335,925 and \$274,558 for the years June, 2012 and 2011, respectively.

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

NOTE 7 FUNCTIONAL EXPENSES

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

	<u>2012</u>	<u>2011</u>
Program services	\$ 12,956,038	\$ 12,911,598
Administrative and general	<u>1,537,612</u>	<u>1,377,255</u>
Total	<u>\$ 14,493,650</u>	<u>\$ 14,288,853</u>

NOTE 8 RETIREMENT PLAN

A reconciliation of the changes in the Elliot Health System Pension Plan's projected benefit obligation and the fair value of plan assets and a statement of funded status of the plan as of and for the year ended June 30, 2012 and 2011 is as follows:

	<u>2012</u>	<u>2011</u>
Changes in benefit obligation:		
Projected benefit obligations, beginning of year	\$(191,608,466)	\$(172,689,454)
Service cost	(7,624,990)	(7,483,959)
Interest cost-	(11,050,143)	(10,678,892)
Benefits paid	3,294,058	2,689,592
Actuarial loss	(59,907,414)	(2,789,915)
Administrative expenses paid	76,669	174,777
Plan amendments	<u>-</u>	<u>(830,615)</u>
Projected benefit obligations, end of year	<u>\$(266,820,286)</u>	<u>\$(191,608,466)</u>
Changes in plan assets:		
Fair value of plan assets, beginning of year	\$163,218,090	\$124,116,837
Actual return on plan assets	21,068,327	30,854,892
Contributions by plan sponsor	10,500,000	11,110,730
Benefits paid	(3,294,058)	(2,689,592)
Actual administrative expense paid	<u>(76,669)</u>	<u>(174,777)</u>
Fair value of plan assets, end of year	<u>\$191,415,690</u>	<u>\$163,218,090</u>

NOTE 8 RETIREMENT PLAN (CONTINUED)

	<u>2012</u>	<u>2011</u>
Funded status:		
Fair value of plan assets	\$ 191,415,690	\$163,218,090
Benefit obligations	<u>(266,820,286)</u>	<u>(191,608,466)</u>
Funded status of the plan	<u>\$ (75,404,596)</u>	<u>\$ (28,390,376)</u>

The accumulated benefit obligation at June 30, 2012 and 2011 was \$245,912,655 and \$174,954,657, respectively.

Amounts recognized in the statement of financial position at June 30, 2012 and 2011 consist of:

	<u>2012</u>	<u>2011</u>
System net liability recognized	<u>\$ (75,404,596)</u>	<u>\$ (28,390,376)</u>
Association net liability recognized	<u>\$ 2,753,426</u>	<u>\$ (1,071,697)</u>

The weighted-average assumptions used to develop the projected benefit obligation as of June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Discount rate	4.31%	5.85%
Rate of compensation increase	3.75%	3.75%

Amounts recognized in unrestricted net assets at June 30, 2012 and 2011 consist of:

	<u>2012</u>	<u>2011</u>
Net actuarial loss	\$ 82,458,061	\$ 35,118,432
Prior service cost / (credit)	<u>22,322</u>	<u>(16,269)</u>
Total amount recognized	<u>\$82,480,383</u>	<u>\$ 35,102,163</u>
Amounts recognized for the Association	<u>\$ 3,127,236</u>	<u>\$ 1,427,933</u>

NOTE 8 RETIREMENT PLAN (CONTINUED)

Pension Plan Assets

The fair value of the System's pension plan assets and target allocations as of June 30, 2012, by asset category are as follows (see note 2 for level definitions):

	Target Allocation <u>2013</u>	Total	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments	-				
Money market fund		\$ 6,139,589	\$ 6,139,589	\$ -	\$ -
Equity securities:	-				
Common stocks		59,170,505	59,170,505	-	-
Mutual funds - equity		11,283,952	11,283,952	-	-
Other equities		14,937,679	14,937,679	-	-
Fixed Income	-				
US Government and agency obligations		23,360,167	20,493,253	2,866,914	-
Municipal bonds		7,667,162	-	7,667,162	-
Mutual funds - fixed		3,891,983	3,891,983	-	-
Corporate and foreign bonds		63,676,084	63,676,084	-	-
Collateralized mortgage obligations		4,496	-	4,496	-
Unallocated insurance contract		<u>1,284,073</u>	<u>-</u>	<u>-</u>	<u>1,284,073</u>
Total		<u>\$191,415,690</u>	<u>\$179,593,045</u>	<u>\$ 10,538,572</u>	<u>\$ 1,284,073</u>

NOTE 8 RETIREMENT PLAN (CONTINUED)

The fair value of the System's pension plan assets and target allocations as of June 30, 2011, by asset category are as follows (see note 2 for level definitions):

	Target Allocation	Total	Quoted Prices		
			in Active Markets for Identical Assets (Level 1)	Significant Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Short-term investments	6%				
Money market fund		\$ 3,325,567	\$ 3,325,567	\$ -	\$ -
Equity securities:	44%				
Common stocks		51,839,933	51,839,933	-	-
Mutual funds - equity		10,194,893	10,194,893	-	-
Other equities		12,302,179	12,302,179	-	-
Fixed Income	50%				
US Government and agency obligations		20,450,475	19,970,533	479,942	-
Municipal bonds		3,836,144	-	3,836,144	-
Mutual funds - fixed		6,273,593	6,273,593	-	-
Corporate and foreign bonds		53,588,511	53,588,511	-	-
Collateralized mortgage obligations		4,982	-	4,982	-
Unallocated insurance contract		<u>1,401,813</u>	<u>-</u>	<u>-</u>	<u>1,401,813</u>
Total		<u>\$163,218,090</u>	<u>\$157,495,209</u>	<u>\$ 4,321,068</u>	<u>\$ 1,401,813</u>

The table below sets forth a summary of changes in plan assets using unobservable inputs (Level 3):

	2012	2011
Balance, beginning of year	\$ 1,401,813	\$ 1,514,959
Unrealized gains related to instruments still held at the reporting date	80,785	87,384
Purchases, sales, insurances and settlements (net)	<u>(198,525)</u>	<u>(200,530)</u>
Balance, end of year	<u>\$ 1,284,073</u>	<u>\$ 1,401,813</u>

NOTE 8 RETIREMENT PLAN (CONTINUED)

Management of the assets is designed to maximize total return while preserving the capital values of the fund, protecting the fund from inflation, and providing liquidity as needed for plan benefits. The objective is to provide a rate of return that meets inflation, plus 5.5%, over a long-term horizon.

In addition to the total return goal, the portfolio is constructed to hedge a portion of the interest rate risk of the Plan's liability. The portion of the interest rate risk hedged is the percent of assets allocated to fixed income investments multiplied by the Plan's funded status. The fixed income asset class is structured to reduce the volatility of the funded status by matching the duration of the Plan's liability which is currently approximately 15 years. The current strategic hedge target is 29%.

These funds are managed as permanent funds with disciplined longer term investment objectives and strategies designed to meet cash flow requirements of the plan. Funds are managed in accordance with ERISA and all other regulatory requirements.

Net periodic pension cost includes the following components at June 30, 2012 and 2011:

	<u>2012</u>	<u>2011</u>
Service cost	\$ 7,624,990	\$ 7,483,959
Interest cost	11,050,143	10,678,892
Expected return on plan assets	(11,808,762)	(10,300,076)
Amortization		
Actuarial loss	3,378,220	4,544,782
Prior service credit	<u>(38,591)</u>	<u>(38,591)</u>
Net periodic pension cost for the System	<u>\$10,206,000</u>	<u>\$12,368,966</u>
Amount recognized for the Association	<u>\$ 272,972</u>	<u>\$ 313,000</u>

The weighted average assumptions used to develop net periodic pension cost as of June 30, 2012 and ~~2011~~ were as follows:

	<u>2012</u>	<u>2011</u>
Discount rate	5.85%	5.85%
Expected return on plan assets	7.50%	7.75%
Rate of compensation	3.75%	4.00%

NOTE 8 RETIREMENT PLAN (CONTINUED)

In selecting the long-term rate of return on assets, the System considered the average rate of earnings expected on the funds invested or to be invested to provide for the benefits of the plan. This included considering the trust's asset allocation and the expected returns likely to be earned over the life of the plan, as well as the historical returns on the types of assets held and the current economic environment.

The loss and prior service credit amount expected to be recognized in net periodic benefit cost in 2013 are as follows:

Actuarial (gain)/loss	\$ 9,937,208
Prior service (credit)/cost	<u>(38,591)</u>
Total	<u>\$ 9,898,617</u>

Contributions

The System expects to contribute \$12.5 million to its pension plan in 2013.

Estimated Future Benefit Payments

The following System benefit payments, which reflect expected future service, as appropriate, are expected to be paid:

<u>Fiscal Year</u>	<u>Pension Benefits</u>
2013	\$ 4,149,900
2014	5,143,600
2015	6,124,200
2016	7,113,100
2017	8,189,900
Years 2018 - 2022	59,709,800

NOTE 9 CONCENTRATION OF RISK

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

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. At June 30, 2012, Medicare represented 63% of gross accounts receivable. No other individual payer source exceeded 10% of the gross receivable balance.

NOTE 10 RELATED PARTY TRANSACTIONS

The Association participates in the Elliot Health System's employee benefit plans including the defined benefit contribution retirement plans and insurance coverage's.

The Association maintains contracts with various related parties for the purchased services and occupancy.

NOTE 11 PRIOR YEAR COMPARATIVE AMOUNTS

Reclassifications

Certain amounts in the consolidated statements of operations for all periods presented have been reclassified to reflect the adoption of changes to United States generally accepted accounting principles related to the presentation of the provision for bad debts, which has been reclassified from an operating expense to a deduction from net patient service revenue (net of contractual allowances and discounts). There was no impact to the consolidated balance sheet or the excess of revenues and non operating gains (losses) over expenses attributable to the Association for all periods presented as a result of this change.

Certain other 2011 amounts have been reclassified to conform with the current year presentation.

NOTE 12 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through September 13, 2012, which is the date the financial statements were available to be issued.



**VISITING NURSE ASSOCIATION
of Manchester & Southern New Hampshire**

VISITING NURSE ASSOCIATION

OUR MISSION

We are dedicated to providing compassionate, comprehensive, and accessible health care to our community by providing our staff with the resources and leadership necessary to meet this goal.

VNA HOME HEALTH & HOSPICE SERVICES

OUR MISSION

We are dedicated to promoting healing, independence, and wellness for individuals and their families, while enhancing the quality and dignity of human life.

KEY ADMINISTRATIVE PERSONNEL FISCAL YEAR 2014- 2015 .

Agency Name: Visiting Nurse Association of Manchester and Southern New Hampshire.

SFY	NAME	POSITION TITLE	ANNUAL SALARY	% FROM CONTRACT
2014	Donna Frizzell	Program Manager, Home Care	\$97,822	0%
	James Culhane	Director, Home Care	\$97,365	0%
	Carla Braveman	VP Home & Community Services	\$223,206	0%
2015	Donna Frizzell	Program Manager, Home Care	\$97,822	0%
	James Culhane	Director Home Care	\$97,365	0%
	Carla Braveman	VP Home & Community Services	\$223,206	0%

Contractor Initials: CB

Date: 4/3/13

Donna Frizzell, RN, Program Manager of Home Health

Objective A challenging opportunity that will best utilize acquired skills, education and experience in a clinical management environment oriented toward continued responsibility and professional growth.

- Summary of Qualifications**
- Includes over 20 years in a wide variety of nursing and Home Care management capacities involving:
 - Managing up to 100 employees including 3 clinical managers, RN's, Home Health Aides, Therapists and Social Workers. Also oversees Partners In Health, Maternal Child Health and the Intake department. Direct responsibilities for recruitment, interviewing, hiring, scheduling, training, performance evaluations and termination activities.
 - Extensive experience in all facets of direct and indirect patient care services within both institutional and home care setting. Responsibilities for operations and personal supervision, administrative support and management (BCBS, Medicaid admitting procedures) as well as immediate involvement with policy development and Medicare/JCAHO accreditation processes.
 - Competent with Microsoft Office, Horizon Home Care Pathways Electronic Medical Records, Lawson Application.
 - Strong organizational and leadership abilities, as well as experience with team building and motivational management strategies.
 - Implemented a Self Directed Work Team concept.

Experience

1998 – Present	Program Manager VNA Home Health and Hospice, Inc.	Manchester, NH
1992-1998	Clinical Manager Elliot Home Care	Manchester, NH
1986 – 1992	Staff/Charge Nurse Elliot Home Care	Manchester, NH
1985 –1986	Charge Nurse Briston Manor	Bedford, NH
1984 – 1985	Staff Nurse Weeks Memorial Hospital	Lancaster, NH

Education

1992	New Hampshire Technical Institute • Associates of Science – Nursing	Concord, NH
1984	NH Vocational Technical College • LPN Certificate	Claremont, NH

Sandra Katsikas, Family Support Coordinator

Sandra Katsikas joined the VNA of Manchester and Southern NH in 1997. For the past 16 years, Sandra has worked for Partners in Health at the VNA as a Family Support Coordinator. As the parent of a child who is disabled, Sandra provides valuable perspective to the families she serves. The kind of value she brings to this program with her commitment to families in need of these particular services combined with her personal experience and familiarity with the issues these families face is unparalleled.

Prior to joining PIH, Sandra worked as an Early Childhood Educator at Easter Seals for approximately five years. There, she developed classroom curriculum for children, ages 18 months to 3 years and created a weekly classroom newsletter for the parents.

Sandra has a long history of experience working for organizations dedicated to providing services to children with disabilities and/or children who are developmentally challenged:

She spent a summer as a classroom aid for the Extended school Year Program at the Moore Center, assisting the teacher with classroom activities and helping developmentally disabled students in the classroom and on field trips;

Served as a Respite Provider with Monadnock Developmental Services planning recreational activities for children with developmental disabilities;

Served as a Respite Provider with Living Networks, Inc. planning recreational activities for children with developmental disabilities.

Sandra Katsikas is an active community volunteer. She attended the Leadership Series conducted by the Institute on Disabilities in 1994 and joined the Partners In Health Council in 1995. She completed the Educational Advocate Training through the Parent Information Center in 1995 and has been an active educational advocate volunteer. Sandra completed Parent to Parent Volunteer training in 1994 and created a support group for families of children with disabilities a year later.

Sandra obtained her B.S. in Elementary Education and Special Education from Keene State in 1988.

Carmen Polo, Family Support Coordinator

Carmen Polo joined the PIH program at the VNA as a Family Support Coordinator in 1995. For the past fourteen years, Carmen has leveraged her superior organizational and analytical skills, her familiarity with government funded programs, her fluent Spanish, and her warm, approachable personality to provide excellent service to families in the Greater Manchester Area.

Prior to joining the PIH program, Carmen worked at the Manchester Community Health Center in Manchester for three years. There, she conducted client outreach and conducted client advocacy. She organized the first time monthly multicultural awareness training for area agency personnel, and initiated and organized a weekly Hispanic Women's Club.

Carmen has decades of experience working with children of all ages in underserved populations, serving as a substitute teacher for more than several years in Colebrook, NH and working as a social worker/community organizer for the Organization of Latin Americans in Nashua.

A committed community volunteer, Carmen has served on the Board of Directors for Big Brothers/Big Sisters and as a Member of the Manchester Enterprise Community Advisory Committee.

Visiting Nurse Association of Manchester and Southern New Hampshire

Board of Directors

2013

Peter Cheung, M. D., FACP

Lisa DiBrigida, M. D.

Danier Fortin

Don Graff

Maryann Leclair

Rochelle H. Lindner, DMD

Bob Normandeau

Arthur Phaneuf

Anita Ritenour, M. D.

David Steadman

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 VISITING NURSE ASSOCIATION OF MANCHESTER AND SOUTHERN NEW HAMPSHIRE, INC. is a New Hampshire nonprofit corporation formed December 10, 1985. 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 11th day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/06/2013

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 MARSH USA, INC. 99 HIGH STREET BOSTON, MA 02110 Attn: Boston.certrequest@marsh.com 319078-EHS.-GL-13-14	CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED VNA HOME HEALTH & HOSPICE SERVICES INC. 1070 HOLT AVENUE, UNIT 1, SUITE 1400 MANCHESTER, NH 03109	INSURER A : Granite Shield Insurance Exchange	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** NYC-006593401-01 **REVISION NUMBER:** 2

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			GSIE-PRIM-2013-102	01/01/2013	01/01/2014	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 12,000,000 PRODUCTS - COMP/OP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB OCCUR CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER NH Department of Health & Human Services Director, Division of Community Bases Care Services 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 of Marsh USA Inc. Yevgeniya Muyamina <i>Yevgeniya Muyamina</i>

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/6/2013

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 Wieczorek Insurance, Inc. 166 Concord St. Manchester NH 03104		CONTACT NAME: Cheryl Lapointe PHONE (A/C, No, Ext): (603) 668-3311 FAX (A/C, No): (603) 668-8413 E-MAIL ADDRESS: cheryl@wizinsurance.com PRODUCER CUSTOMER ID #: 00012720	
INSURED Elliot Health System 1 Elliot Way Manchester NH 03103		INSURER(S) AFFORDING COVERAGE INSURER A: Safety National Casualty INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

COVERAGES CERTIFICATE NUMBER: CL1291903646 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR EXCESS LIAB <input checked="" type="checkbox"/> CLAIMS-MADE DEDUCTIBLE RETENTION \$ 550,000		N	N N Qualified Self-Insured Workers' Compensation AGC4047046	9/1/2012	9/1/2013	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 Specific Excess \$ 25,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

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

Certificate of Insurance is subject to policy terms, conditions and limitations.
 RE: VNA Home Health & Hospice Services, Inc.
 1070 Holt Avenue, Unit 1, Suite 1400

CERTIFICATE HOLDER**CANCELLATION**

Director, Division of Community Based Car
 NH Department of Health & Human Services
 129 Pleasant Street
 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

R Wieczorek/RHIAN

NH Department of Health and Human Services

BUDGET

VNA Home Health and Hospice Services, Inc. -- MANCHESTER Partners In Health: Family Support Services for Children and Adolescents with Chronic Health Conditions	FY 2014	FY 2015
FAMILY SUPPORT (STAFF) SERVICES	\$35,000.00	\$35,000.00
FLEX FUNDS (paid as spent)	\$40,000.00	\$40,000.00
* TOTAL STATE CONTRACT AWARD (Due to the size of the Region this is budgeted at the equivalent of 2 sites)	\$75,000.00	\$75,000.00

** Program support obtained through direct billing to NH Medicaid for case management shall not exceed a maximum of 244 encounters or a total billing of \$80,886.00 per fiscal year.

Contractor Initials CB
 Date 4/2/13

FACT SHEET

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

CIVIL RIGHTS COMPLIANCE

1. Name of Applicant Agency (legal): Visiting Nurse Association of
2. Address (mailing): Manchester and Southern New Hampshire
1070 Holt AVE Suite 1400
Manchester NH 03109
3. Telephone Number: 603-622-3781
4. Name of Agency Board Chairperson/
President Dr Peter Cheung, MD
5. Name of Agency Director: CARLA BRAVEMAN
6. Is the Agency exempt from Federal Income Tax 501 (c) (3)? Yes No
7. Civil Rights Information
 - a. Does the agency have a non-discrimination notice posted in client service areas?
Yes No
 - b. Does the agency have a procedure for obtaining race/ethnic data?
Yes No
 - c. Does the agency have a procedure for obtaining primary language data?
Yes No
 - d. Is the agency handicapped accessible?
Yes No
 - e. If not accessible, is alternate site available?
Yes No
 - f. Does the agency have a procedure for communicating with persons with Limited English Proficiency (LEP)?
Yes No
 - g. Does the agency have a procedure for communicating with handicapped persons?
Yes No