



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301-6527
603-271-3958 1-800-852-3345 Ext. 3958
Fax: 603-271-4934 TDD Access: 1-800-735-2964



Nicholas A. Toumpas
Commissioner

José Thier Montero
Director

18
100% Other
(Pharmaceutical Rebates)

September 12, 2014

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Public Health Services, to establish a list of Home Health Care Agencies, with the ability to expand to include additional agencies licensed by the New Hampshire Board of Nursing to provide skilled nursing visits and homemaking services for clients enrolled in the New Hampshire Ryan White CARE Program. No maximum client or service volume is guaranteed. Accordingly, the price limitation among all Agreements is \$20,000 each State Fiscal Year for a total of \$40,000. The Agreements are effective date of Governor and Executive Council approval through June 30, 2016.

VENDOR	LOCATION
Healthy at Home, Inc.	Nashua

Funds are available in the following account for SFY 2015, and are anticipated to be available in SFY 2016 upon the availability and continued appropriation of funds in the future operating budgets, with authority to adjust encumbrances between State Fiscal Years through the Budget Office, without further approval from the Governor and Executive Council, if needed and justified.

05-95-90-902510-2229 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SERVICES, HHS: DIVISION OF PUBLIC HEALTH, BUREAU OF INFECTIOUS DISEASE CONTROL, PHARMACEUTICAL REBATES

Fiscal Year	Class/Account	Class Title	Job Number	Total Amount
SFY 2015	530-500371	Drug Rebates	90024604	\$20,000
SFY 2016	530-500371	Drug Rebates	90024604	\$20,000
		Total		\$40,000

EXPLANATION

This Requested Action seeks approval of one (1) agreement that will ensure the provision of home health care services to New Hampshire residents living with Human Immunodeficiency Virus (HIV), statewide. Funds in this agreement will be used to pay for skilled nursing visits and homemaker services. The Home Health Care Agency will provide home health care services to enrolled NH Ryan White CARE Program clients on an individual, case-by-case, as needed basis.

The NH Ryan White CARE Program receives funding from the Health Resources and Services Administration (HRSA), Ryan White HIV/AIDS Program, Part B for medical services, oral health, and home health care services. HRSA funding is in accordance with the Ryan White HIV/AIDS Treatment Extension Act of 2009. The intent of the legislation and federal funding is to assure access to care for financially eligible individuals living with HIV/AIDS. A recipient of federal funding, the NH Ryan White CARE Program is subject to the federal mandate to implement contractual agreements with all service providers and to maintain nationally accepted fiscal, programmatic, and monitoring standards established by HRSA. Federal regulation also requires that NH Ryan White CARE Program funds be used as a "payer of last resort."

Should Governor and Executive Council not authorize this Request, federal regulations and monitoring standards will not be met and eligible NH residents living with HIV with immediate home health care needs and without access to these services will not receive skilled nursing visits and homemaker services. The services in this Contract will promote the goals of the National HIV/AIDS Strategy and maintain a continuum of care in order to reduce HIV related health disparities and the occurrence of negative health outcomes. The program currently provides services to approximately 450 to 500 clients statewide.

A Request for Application was posted on the Department of Health and Human Services' web site on April 8, 2014. In addition, an email was sent to five (5) known Home Health Care Providers on April 4, 2014, notifying them that a Request for Application was posted. One application was received from Healthy at Home, Inc.

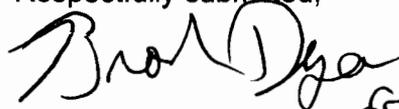
As referenced in the Request for Application, this Agreement has the option to extend for two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

The geographic area to be served is statewide.

Source of Funds: 100% Other Funds from the Pharmaceutical Rebates.

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

Respectfully submitted,



José Thier Montero, MD, MHCDS
Director

Approved by:



Nicholas A. Toumpas
Commissioner

Attachment 1

Department of Health and Human Services

Division of Public Health Services

New Hampshire Ryan White CARE Program

Home Health Care Agency List

SFY 2015 SFY2016

The following is an initial list of Home Health Care Agency(s) that agree to provide skilled nursing visits and homemaker services to uninsured and underinsured clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). Additional Home Health Care Agency's may be added in the future as needed.

List of Home Health Care Agency(s)	
Agency	Address
Healthy at Home, Inc.	45 High St, Nashua, NH 03060

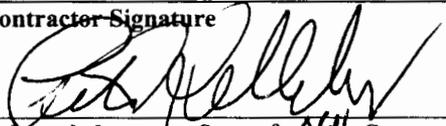
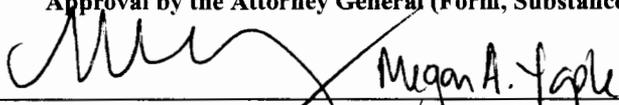
Subject: New Hampshire Ryan White CARE Program

AGREEMENT

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name NH Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Healthy at Home, Inc.		1.4 Contractor Address 45 High Street Nashua, NH 03060	
1.5 Contractor Phone Number 603-595-4243	1.6 Account Number 05-95-90-902510-2229-530-500731 05-95-90-902510-2229-530-500371	1.7 Completion Date June 30, 2016	1.8 Price Limitation \$40,000
1.9 Contracting Officer for State Agency Brook Dupee, Bureau Chief		1.10 State Agency Telephone Number 603-271- 4483	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Peter Kelleher, President and CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Killsborough</u> On <u>7/5/14</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 Laurel Lefavor Notary		LAUREL A. LEFAVOR, Notary Public My Commission Expires September 22, 2015	
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Brook Dupee, Bureau Chief	
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:  Megan A. Fogle On: <u>10/7/14</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.

Contractor Initials: PL
Date: 7/8/14

8. EVENT OF DEFAULT/REMEDIES.

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

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

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

- 9.1 As used in this Agreement, the word “data” shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.
- 9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.
- 9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

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

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

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

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

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

14. INSURANCE.

- 14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:
 - 14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and
 - 14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.
- 14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.
- 14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each

Contractor Initials: PK
Date: 7/8/14

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.



Scope of Services

1. Program Name: New Hampshire Ryan White CARE Program

1.1. Purpose:

The purpose of this agreement is to provide skilled nursing visits and home maker services for clients enrolled in the New Hampshire Ryan White CARE Program (NH CARE Program). The goal of the NH CARE Program is to provide financial assistance for home health care agencies to provide necessary home care services to uninsured and underinsured New Hampshire (NH) residents living with Human Immunodeficiency Virus (HIV), statewide.

2. Provision of Services:

2.1. The Contractor shall act as a representative of the NH CARE Program to provide skilled nursing visits and homemaker services to uninsured and underinsured NH CARE Program clients.

2.2. The Contractor shall provide services to enrolled NH CARE Program clients only; services provided outside of enrollment periods will not be reimbursed. Refer clients to their Medical Case Manager as needed to re-enroll in the NH CARE Program.

2.3. The Contractor shall invoice the NH CARE Program for services using a health insurance claim form or reasonable facsimile; additional invoicing methods may be approved by the NH CARE Program; services shall be reimbursed at NH Medicaid rates.

2.4. The Contractor shall participate in an annual site visit with NH CARE Program staff.

2.5. The Contractor shall maximize billing to NH Medicaid and private insurance. The NH CARE Program shall be the payer of last resort and will only reimburse services for uninsured and underinsured clients.

2.6. The Contractor shall participate in periodic monitoring calls with the contract monitor. The contract monitor shall be the primary point of contact for all NH CARE Program questions.

3. Licensing Requirements:

Individual nurses performing services under this agreement must maintain a valid professional licensure by the New Hampshire Board of Nursing and be free from any mental or physical impairment or condition which would preclude his/her ability to competently perform the essential functions or duties under this Agreement.



Exhibit A

4. Home Health Care Agencies shall adhere to the NH CARE Program Standards of Care for Home and Community Based Care Services, and all applicable Programmatic, Fiscal and Universal Monitoring Standards, as documented by HRSA:

<http://hab.hrsa.gov/manageyourgrant/files/programmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/fiscalmonitoringpartb.pdf>

<http://hab.hrsa.gov/manageyourgrant/files/universalmonitoringpartab.pdf>

5. The Department of Health and Human Services reserves the right to discontinue this agreement should it discover any abridgment of the above partner agreements that jeopardize the intent of this agreement.

6. Entire Agreement:

The following documents are incorporated by reference into this Agreement and they constitute the entire Agreement between the State and the Contactor. General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability Accountability Act Business Associate Agreement, and Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict of contradiction between or among the Agreement Documents, the documents shall control in the above order of precedence.

PK

7/8/14



Exhibit B

Method and Conditions Precedent to Payment

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Infectious Disease Control shall reimburse the Contractor for actual nursing visits and homemaker service(s) provided by the contractor to enrolled New Hampshire (NH) CARE Program clients. Services will be reimbursed at NH Medicaid rates.
2. Price Limitation. This Agreement is one of multiple Agreements that will serve NH Ryan White CARE Program. No maximum or minimum client and service volume is guaranteed. Accordingly, the price limitation among all Agreements is identified in Block 1.8 of the P-37 for the duration of the Agreement.
3. Notwithstanding anything to the contrary herein, the Contractor agrees that payment under this Agreement may be withheld, in whole or in part, in the event of noncompliance with any Federal or State law, rule or regulation applicable to the services provided, or if the said services have not been satisfactorily completed in accordance with the terms and conditions of this Agreement.
4. The funding source for this Agreement for nursing visits and homemaker services is 100% Other Funds from the Pharmaceutical Rebates.
5. Contract home health provider shall complete and submit nursing visits or homemaker services, Claim invoice, due within 30 days completed invoice must be submitted to:

NH CARE Program
Bureau of Infectious Disease Control
Department of Health and Human Services
Division of Public Health
29 Hazen Drive
Concord, NH 03301
Fax: 603-271-4934
6. Payment will be made by the State agency subsequent to approval of the submitted invoice and if sufficient funds are available. Contractor will keep detailed records of their outpatient services related to DHHS-funded programs and services.
7. Home Health providers are accountable to meet the scope of services. Failure to meet the scope of services may jeopardize the funded Nurse's/Agency current and/or future funding. Corrective action may include actions such as a contract amendment or termination of the contract.

PK
7/8/14



SPECIAL PROVISIONS

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

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

PK

2/8/14



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

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

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

New Hampshire Department of Health and Human Services
Exhibit C



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

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

- 16.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 16.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 16.3. Monitor the subcontractor's performance on an ongoing basis
- 16.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 16.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

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

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



Exhibit C-1

REVISIONS TO GENERAL PROVISIONS

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:

4. **CONDITIONAL NATURE OF AGREEMENT.**

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

2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language;

10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.

10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.

10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.

10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.

10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.

3. Extension:

This agreement has the option for a potential extension of up to two (2) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Council.

4. Insurance:

Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:

14.1.1 Comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and umbrella liability coverage in the amount of \$2,000,000 per occurrence, and



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

PK
7/8/14

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President + CEO
Name:
Title:



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President + CEO
Name:
Title:



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

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

INSTRUCTIONS FOR CERTIFICATION

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



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President + CEO
Name:
Title:



CERTIFICATION REGARDING
THE AMERICANS WITH DISABILITIES ACT COMPLIANCE

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

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President + CEO
Name:
Title:



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President+CEO
Name:
Title:



Exhibit I

HEALTH INSURANCE PORTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

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

(1) **Definitions.**

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



Exhibit I

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

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

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

PK

7/8/14



Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit I

- pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.
- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
 - g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
 - h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
 - i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
 - j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
 - k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
 - l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

JK

7/8/14



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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



Exhibit I

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

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

Department of Health and Human Services
 The State

 Signature of Authorized Representative
 Brook Dupee
 Name of Authorized Representative
 Bureau Chief
 Title of Authorized Representative
 7/26/14
 Date

Healthy at Home, Inc.
 Name of the Contractor

 Signature of Authorized Representative
 Peter Kelleher
 Name of Authorized Representative
 President & CEO
 Title of Authorized Representative
 7/8/14
 Date



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

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

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

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

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

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

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

Contractor Name: Healthy at Home, Inc.

7/8/14
Date

Peter Kelleher, President + CEO
Name:
Title:



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: 120468223
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:

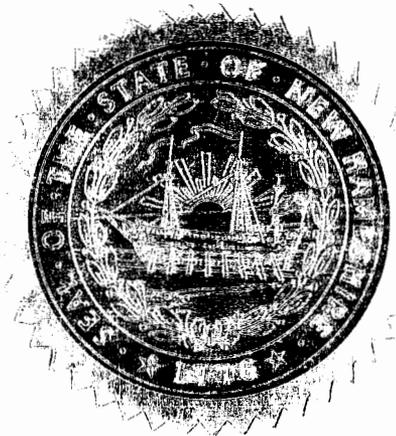
4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____

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 HEALTHY AT HOME, INC. is a New Hampshire nonprofit corporation formed March 27, 1997. 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 1st day of July A.D. 2014

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

William M. Gardner
Secretary of State

CERTIFICATE OF VOTE
(Corporation without Seal)

I, Laurie Goguen, do hereby certify that
(Name of Clerk of the Corporation, cannot be contract signatory)

1. I am a duly elected Clerk of Healthy at Home, 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 7/3/14:
(Date)

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of

Home Health Services services. (NH Ryan White CARE Program)

RESOLVED: That the President + CEO, (Peter Kelleher)
(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 8th day of July, 2014.
(Date Contract Signed)

4. Peter Kelleher is the duly elected
President + CEO
(Name of Contract Signatory) (Title of Contract Signatory)

of the Corporation.

Laurie Goguen
(Signature of Clerk)

STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 8th day of July, 2014

By Laurie Goguen
(Name of Clerk of the Corporation)

Laurel Seaver
(Notary Public Signature)

(NOTARY SEAL)

Commission Expires **IN FAVOR**, Notary Public
My Commission Expires September 22, 2015

AGENCY CUSTOMER ID: HARHO

LOC #: _____



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY Eaton & Berube Insurance Agency, Inc.		NAMED INSURED Harbor Homes, Inc 45 High Street Greater Nashua Council on Alcoholism, Inc. Nashua NH 03060	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 _____ FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Southern New Hampshire HIV/AIDS Task Force
Welcoming Light, Inc.
HH Ownership, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall
Greater Nashua Council on Alcoholism, Inc.

DESCRIPTIONS (Continued from Page 1)

Milford Regional Counseling Service, Inc.
Greater Nashua Council on Alcoholism dba Keystone Hall
Southern NH HIV/AIDS Task Force
HH Ownership, Inc.

This Certificate covers all operations usual and customary to the insured's business.

HEALTHY AT HOME, INC.
AUDITED FINANCIAL STATEMENTS
JUNE 30, 2013 AND 2012

CONTENTS

	<u>PAGE</u>
INDEPENDENT AUDITOR'S REPORT	
Financial Statements	1 - 2
FINANCIAL STATEMENTS	
Balance Sheets	3
Statements of Operations and Changes in Net Assets.....	4
Statements of Cash Flows	5
NOTES TO FINANCIAL STATEMENTS	6 - 11

BRAD BORBIDGE, P.A.

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

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

Independent Auditor's Report

Board of Directors
Healthy at Home, Inc.
Nashua, New Hampshire

We have audited the accompanying financial statements of Healthy at Home, Inc., which comprise the balance sheets as of June 30, 2013 and 2012, the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control.

Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

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

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of the Healthy at Home, Inc. at June 30, 2013 and 2012, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

A handwritten signature in black ink, appearing to read "A. O. O'Connell", is located on the right side of the page.

Concord, New Hampshire
September 30, 2013

HEALTHY AT HOME, INC.
BALANCE SHEETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

ASSETS

	2013	2012
Current Assets		
Cash and cash equivalents	\$ 202,031	\$ 212,251
Patient accounts receivable, net of an allowance for uncollectible accounts of \$3,700 and \$3,449 at June 30, 2013 and 2012.	336,373	296,354
Prepaid expense	9,100	3,000
Due from affiliates	236,993	245,705
Total Current Assets	784,497	757,310
Furniture And Equipment, Net	93	1,163
TOTAL ASSETS	\$ 784,590	\$ 758,473

LIABILITIES AND NET ASSETS

Current Liabilities		
Accrued expenses and other liabilities	\$ 146,150	\$ 113,922
Deferred revenue	44,340	64,696
Total Current Liabilities	190,490	178,618
Net Assets		
Unrestricted	594,100	579,855
TOTAL LIABILITIES AND NET ASSETS	\$ 784,590	\$ 758,473

(See accompanying notes to these financial statements)

HEALTHY AT HOME, INC.
STATEMENTS OF OPERATIONS AND CHANGES IN NET ASSETS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	<u>2013</u>	<u>2012</u>
Operating Revenue		
Patient service revenue	\$ 2,887,511	\$ 2,897,694
Provision for bad debt	(11,635)	(4,200)
Net patient service revenue	<u>2,875,876</u>	<u>2,893,494</u>
Operating Expenses		
Salaries and benefits	2,533,697	2,546,099
Other operating expenses	332,641	328,153
Depreciation	1,070	2,907
Total Operating Expenses	<u>2,867,408</u>	<u>2,877,159</u>
OPERATING INCOME	<u>8,468</u>	<u>16,335</u>
Other Revenue and Expenses		
Contributions	5,444	3,821
Investment income	333	115
Total Other Revenue and Gains	<u>5,777</u>	<u>3,936</u>
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	14,245	20,271
Net assets, beginning of year	<u>579,855</u>	<u>559,584</u>
NET ASSETS, END OF YEAR	<u>\$ 594,100</u>	<u>\$ 579,855</u>

(See accompanying notes to these financial statements)

HEALTHY AT HOME, INC.
STATEMENTS OF CASH FLOWS
FOR THE YEARS ENDED JUNE 30, 2013 AND 2012

	2013	2012
Cash Flows From Operating Activities		
Change in net assets	\$ 14,245	\$ 20,271
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	1,070	2,907
Bad debt expense	11,635	4,200
(Increase) decrease in the following assets:		
Patient accounts receivable	(51,654)	19,380
Prepaid expenses	(6,100)	-
Due from affiliates	8,712	127,103
Increase (decrease) in the following liabilities:		
Accrued expenses and other liabilities	32,228	19,324
Deferred revenue	(20,356)	(9,414)
Net Cash (Used) Provided By Operating Activities	(10,220)	183,771
Net (Decrease) Increase in Cash and Cash Equivalents	(10,220)	183,771
Cash and cash equivalents, beginning of year	212,251	28,480
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 202,031	\$ 212,251
Supplemental Disclosures of Cash Flow Information:		
Cash paid for interest	\$ -	\$ -

(See accompanying notes to these financial statements)

HEALTHY AT HOME, INC.

NOTES TO FINANCIAL STATEMENTS

JUNE 30, 2013 AND 2012

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Healthy at Home, Inc., "the Association", is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purpose is to provide home health care services to residents of Nashua and surrounding communities.

The Association strives to enhance the lives of people with illness or injury through a cooperative relationship with the community, professional medical service providers, and Associations that serve people in need of healthcare. Homecare, rehabilitative, and private duty nursing are the healthcare and supportive services provided in the individual's home setting.

Income Taxes

The Association is a public charity under Section 501 (c)(3) of the Internal Revenue Code. As a public charity, The Association is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements. Management believes the Agency is no longer subject to income tax examinations for years prior to 2010.

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.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Cash and Cash Equivalents

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

Allowance for Doubtful Accounts

Accounts receivable are reduced by an allowance for doubtful accounts. In evaluating the collectability of accounts receivable, the Association analyzes its past history and identifies trends for all funding sources in the aggregate. In addition, balances in excess of one year are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for doubtful accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for doubtful accounts. The Association has not changed its methodology for estimating the allowance for doubtful accounts during the years ended June 30, 2013 or June 30, 2012.

A reconciliation of the allowance for doubtful accounts follows:

	<u>2013</u>	<u>2012</u>
Balance, beginning of year	\$ 3,449	\$ 6,497
Provision	11,635	4,200
Write-offs	<u>(11,384)</u>	<u>(7,248)</u>
Balance, end of year	<u>\$ 3,700</u>	<u>\$ 3,449</u>

Furniture and Equipment

Furniture and equipment are carried at cost. Maintenance repairs and minor renewals are expensed as incurred; major 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 no temporarily or permanently restricted net assets at June 30, 2013 and 2012.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Patient Service Revenue

Standard charges for services to all patients are recorded as revenue when services are rendered.

Excess of Revenue Over Expenses

The statement of operations includes excess of revenue over expenses. Changes in unrestricted net assets, which are excluded from excess of revenue over expenses, consistent with industry practice, include unrealized gains and losses on investments other than trading securities, permanent transfers of assets to and from affiliates for other than goods and services, and contributions of long-lived assets (including assets acquired using contributions which by donor restriction were to be used for the purposes of acquiring such assets).

Recently Issued Accounting Pronouncements

In July 2011, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) 2011-07, *Presentation and Disclosure of Patient Service Revenue, Provision for Bad Debts, and the Allowance for Doubtful Accounts*. The update requires certain health care entities to present the bad debt expense associated with patient service revenue as a deduction from patient service revenue (net of contractual allowances and discounts) rather than as an operating expense. Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts, including qualitative and quantitative information about changes in the allowance for doubtful accounts. The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Association adopted the amendment as of July 1, 2012 and retrospectively applied the amendment for the year ended June 30, 2012.

NOTE 2 FURNITURE AND EQUIPMENT

The cost and accumulated depreciation of furniture and equipment at June 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Furniture and equipment	\$ 64,409	\$ 64,409
Less, accumulated depreciation	<u>64,316</u>	<u>63,246</u>
Furniture and Equipment, Net	<u>\$ 93</u>	<u>\$ 1,163</u>

NOTE 3 LINE OF CREDIT

The Association has a \$250,000 line of credit with a local bank through February, 2014, collateralized by business assets, with a minimum interest rate of 4%. There was no outstanding balance at June 30, 2013 and 2012.

NOTE 4 PATIENT SERVICE REVENUE

Patient service revenue provided for the years ended June 30, 2013 and 2012 follows:

	<u>2013</u>	<u>2012</u>
Medicare	\$ 619,945	\$ 706,170
Medicaid	1,939,004	1,752,687
Other	<u>328,563</u>	<u>438,837</u>
Total	<u>\$ 2,887,512</u>	<u>\$ 2,897,694</u>

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

NOTE 5 FUNCTIONAL EXPENSES

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

	<u>2013</u>	<u>2012</u>
Program services	\$2,555,799	\$2,580,448
Administrative and general	<u>311,610</u>	<u>296,711</u>
Total	<u>\$2,867,409</u>	<u>\$2,877,159</u>

NOTE 6 CONCENTRATION OF RISK

The Association grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Medicare and Medicaid represented 34% and 51% of gross accounts receivable at June 30, 2013, respectively. No other individual payer source exceeded 10% of the gross accounts receivable balance.

NOTE 7 RELATED PARTY TRANSACTIONS

The Association purchases employee benefits including, health insurance, retirement benefits (including an unqualified deferred compensation plan for executive management), commercial insurance, office supplies, telephone services and various other operating expenses through Harbor Homes, Inc. and its affiliates, related parties through common board membership.

The Association provides various skilled nursing, certified nurse aide and companion services to Harbor Homes, Inc.

Amounts due to/from Harbor Homes, Inc. for the years ended June 30, 2013 and 2012 follow:

	<u>2013</u>	<u>2012</u>
Due from Keystone Hall	\$ 94,930	\$ 91,275
Due from Harbor Homes, Inc.	142,588	154,828
Due to Welcoming Light, Inc.	<u>(525)</u>	<u>(398)</u>
	<u>\$ 236,993</u>	<u>\$ 245,705</u>

The Association is considered a commonly controlled organization with several related entities by way of its common board of directors. However, management feels that the principal prerequisites for preparing combined financial statements are not met, and therefore more meaningful separate statements have been prepared.

NOTE 8 MALPRACTICE INSURANCE

The Association insures its malpractice risks on an occurrence basis, through the insurance policy of Harbor Homes, Inc. Under this type of policy, claims based on occurrences during its term but reported subsequently will be insured should the policy not be renewed or replaced with other coverage. The Association intends to renew coverage on an occurrence basis and anticipates that such coverage will be available. There were no known malpractice claims outstanding at June 30, 2013, nor are there any unasserted claims or incidents which require loss accrual.

NOTE 9 SUBSEQUENT EVENTS

For financial reporting purposes, subsequent events have been evaluated by management through September 30, 2013 which is the date the financial statements were available to be issued.

BRAD BORBIDGE, P.A.

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

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

Finance Committee
Healthy At Home, Inc.
Nashua, New Hampshire

We recently completed our audit of the financial statements of Healthy At Home, Inc., "the Association," as of and for the year ended June 30, 2013, and have issued our report thereon dated September 30, 2013. Generally accepted auditing standards in the United States of America require the independent auditor to communicate certain matters related to the conduct of its audit to individuals who have responsibility for oversight of the financial statement reporting process.

Our responsibility is to express an opinion on the financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. The audit also included evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

In planning and performing our audit we considered the Association's internal control over financial reporting as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Association's internal control. Accordingly, we do not express an opinion on the effectiveness of the Association's internal control.

Significant Accounting Policies

Please refer to Note 1 of the financial statements for a description of significant accounting policies.

New Pronouncements

Financial Accounting Standards 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 objective of the update is to provide financial statement users with greater transparency about a health care entity's net patient service revenue and the related allowance for doubtful accounts.

The amendment requires certain health care entities to change the presentation of their statement of operations by reclassifying the provision for bad debts from an operating expense to a deduction from patient service revenue (net of contractual allowances and discounts).

Additionally, those health care entities are required to provide enhanced disclosure about their policies for recognizing revenue and assessing bad debts. The amendment also requires disclosures of patient service revenue (net of contractual allowances and discounts) as well as qualitative and quantitative information about changes in the allowance for doubtful accounts.

The amendment is effective for fiscal years beginning on or after December 15, 2011, with early adoption permitted. The Association adopted amendment effective July 1, 2012 and the amendment to the presentation of the provision for bad debts related to patient service revenue in the statement of operations has been applied retrospectively to all prior periods presented.

Management Judgments and Estimates

Accounting estimates and assumptions are an integral part of the financial statements prepared by management of the Association and are based upon management's current judgments. Those judgments are normally based upon knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates and assumptions are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ markedly from management's current judgments.

Significant management estimates relate to the allowance for uncollectible accounts and Medicare PPS related reserves.

The Association uses the Home Run system which requires manual analyses of Medicare PPS accounts receivable, revenue and deferred revenue. Medicare PPS adjustments are made at time of final payment. The Medicare PPS reserve balance is determined using a percentage of adjustments to total Medicare PPS episode value for the most recent three month period of completed episodes in the current fiscal year. The increase in the reserve is related to an increase in LUPA episodes and a decrease in therapy related episodes.

We believe management judgments are reasonable.

Preparation of Trial Balance and Financial Statements

We prepared the trial balance for use during the audit. Our preparation of the trial balance was limited to formatting the information in the Association's general ledger into a working trial balance. Also, as part of our audit, we prepared the draft financial statements and related notes from the trial balance. Management has reviewed, approved and takes responsibility for those financials statements and related notes. Our preparation of the financial statements and related notes was made as a convenience and does not indicate a significant deficiency in financial reporting.

Audit Adjustments

There were no significant audit adjustments.

Passed (Unrecorded) Audit Adjustments

There were no passed (unrecorded) audit adjustments.

Disagreements with Management

There were no disagreements with management about the application of generally accepted accounting principles, the determination of accounting estimates, or scope of the audit that could be significant to the Association's annual reporting.

Difficulties Encountered in Performing the Audit

We did not encounter any difficulties related to the conduct of our audit resulting from the actions of management.

Internal Controls

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the Association's financial statements will not be prevented, or detected and corrected, on a timely basis.

Our consideration of internal control was for the limited purpose as described under the *Scope of Audit* section above and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and, therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control that we consider to be material weaknesses, as defined above.

Limited Distribution of this Report

This report is intended solely for the information and use of the Association's Finance Committee, Board of Directors and management and is not intended to be and should not be used by anyone other than the specified parties.

A handwritten signature in black ink, appearing to read "A. D. [unclear]".

Concord, New Hampshire
September 30, 2013

HEALTHY AT HOME, INC.
OPERATIONAL INDICATORS
JUNE 30, 2013

BRAD BORBIDGE, P.A.

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

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

Board of Directors
Healthy at Home, Inc.
Nashua, New Hampshire

We have prepared indicators comparing the Association to other home care providers in New England.

The appendices include organizational wide and indicator specific comparisons. Organizational wide comparisons include the following:

- Most profitable
- Least profitable
- Average of all VNAs
- State average
- Comparable size average

Profitability for identifying most and least profitable providers is measured based on the percentage of excess of revenue over expenses as a percentage of operating revenue. The percentage rather than the dollar amount determines the most profitable and least profitable providers.

Please note the providers included in the organizational wide most profitable and least profitable providers are the same throughout all indicators. The objective in identifying these providers is to help identify correlation between the indicator and financial profitability.

Providers are segmented by revenue for purposes of identifying comparable size providers as follows:

- Under \$ 5,500,000
- \$ 5,500,000 to \$ 11,000,000
- Over \$ 11,000,000

For certain indicators, a comparison will also be based on the indicator itself. Where appropriate, performance is based on the indicator alone regardless of organizational wide profitability. This indicator will provide the performance range for each indicator presented.

We would be pleased to discuss the comments at your convenience.

A handwritten signature in black ink, appearing to read "Dr. O'Neil".

Concord, New Hampshire
September 30, 2013

HEALTHY AT HOME, INC.

TABLE OF CONTENTS

OPERATIONAL INDICATORS SCHEDULES

Appendix A	Statement of Operations by Program for the Year Ended June 30, 2013
Appendix B	Statement of Operations by Program for the Year Ended June 30, 2012
Appendix C	Schedule of Profit and Loss by Program, by Funding Source for the Year Ended June 30, 2013
Appendix D	PPS Operational Indicators
Appendix E	Operational Indicators - Service Unit Costs
Appendix F	Operational Indicators - Financial Ratios
Appendix G	Comparison of Administrative Functions

APPENDIX A

Healthy At Home, Inc.

STATEMENT OF OPERATIONS BY PROGRAM
FOR THE YEAR ENDED JUNE 30, 2013

	Home Care	Private Duty	Harbor Homes Clinic	Undesignated	Total
Operating Revenue					
Medicare	\$ 619,945	\$ -	\$ -	\$ -	\$ 619,945
Medicaid	67,084	1,871,919	-	-	1,939,003
Other third party and private pay	75,803	252,759	-	-	328,562
Bad debt expense	(5,706)	(5,929)	-	-	(11,635)
Total Operating Revenue	757,126	2,118,749	-	-	2,875,875
Total Direct Expenses	249,246	1,309,046	43,143	-	1,601,435
GROSS MARGIN	507,880	809,703	(43,143)	-	1,274,440
Indirect Expenses	-	-	-	1,265,973	1,265,973
Allocation of shared expenses	197,035	1,034,832	34,106	(1,265,973)	-
Total Indirect Expenses	197,035	1,034,832	34,106	-	1,265,973
OPERATING INCOME (LOSS)	310,845	(225,129)	(77,249)	-	8,467
Other Revenue and Gains	-	-	-	5,777	5,777
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	\$ 310,845	\$ (225,129)	\$ (77,249)	\$ 5,777	\$ 14,244

APPENDIX B

Healthy At Home, Inc.

STATEMENT OF OPERATIONS BY PROGRAM

FOR THE YEAR ENDED JUNE 30 2012

	Home Care	Private Duty	Undesignated	Total
Operating Revenue				
Medicare	\$ 706,170	\$ -	\$ -	\$ 706,170
Medicaid	75,500	1,677,187	-	1,752,687
Other third party and private pay	150,322	288,515	-	438,837
Bad debt expense	(2,049)	(2,151)	-	(4,200)
Total Operating Revenue	929,943	1,963,551	-	2,893,494
Total Direct Expenses	298,217	1,193,457	-	1,491,674
GROSS MARGIN	631,726	770,094	-	1,401,820
Indirect Expenses	-	-	1,385,485	1,385,485
Allocation of shared expenses	275,778	1,109,707	(1,385,485)	-
Total Indirect Expenses	275,778	1,109,707	-	1,385,485
OPERATING INCOME (LOSS)	355,948	(339,613)	-	16,335
Other Revenue and Gains	-	-	3,936	3,936
EXCESS OF REVENUE OVER EXPENSES AND INCREASE IN UNRESTRICTED NET ASSETS	\$ 355,948	\$ (339,613)	\$ 3,936	\$ 20,271

APPENDIX C

Healthy At Home, Inc.

SCHEDULE OF PROFIT AND LOSS BY PROGRAM BY FUNDING SOURCE

FOR THE YEAR ENDED JUNE 30, 2013

	Medicare	Medicaid	Other Third Party	Other Operating Revenue/Expense	Total	2012
Home Care						
Operating revenue	\$ 619,945	\$ 67,084	\$ 75,803	\$ (5,706)	\$ 757,126	929,943
Direct expense	168,594	34,605	46,047	-	249,246	298,217
Gross Margin	451,351	32,479	29,756	(5,706)	507,880	631,726
Indirect expense	133,277	27,356	36,402	-	197,035	275,778
OPERATING INCOME (LOSS)	\$ 318,074	\$ 5,123	\$ (6,646)	\$ (5,706)	\$ 310,845	355,948
Private Duty						
Operating revenue	\$ -	\$ 1,871,920	\$ 252,759	\$ (5,929)	\$ 2,118,750	1,963,551
Direct expense	-	1,157,301	151,745	-	1,309,046	1,193,457
Gross Margin	-	714,619	101,014	(5,929)	809,704	770,094
Indirect expense	-	914,875	119,957	-	1,034,832	1,109,707
OPERATING INCOME (LOSS)	\$ -	\$ (200,256)	\$ (18,943)	\$ (5,929)	\$ (225,128)	(339,613)

Gross Margin %

Home Care	72.81%	48.42%	39.25%
Private Duty	0.00%	58.18%	39.96%

APPENDIX D

Healthy At Home, Inc.

PPS Operational Indicators

	HAH		Organizational Wide				Comparable Size Average
	2013	2012	Most Profitable	Least Profitable	New England Average	State Average	
PPS (loss) surplus as a percentage of PPS net revenue	51.30%	49.58%	19.96%	15.00%	18.86%	12.45%	17.66%
<i>Key Indicators - Revenue</i>							
Average revenue per non-LUPA episode	\$3,120	\$3,341	\$3,041	\$2,766	\$3,053	\$2,896	\$3,009
Average case mix multiplier for full episodes	1.4532	1.5483	1.3450	1.2116	1.2832	1.2603	1.2444
<i>Key Indicators - Cost</i>							
Percentage of LUPA episodes	12.84%	6.67%	13.04%	18.58%	13.06%	12.67%	11.00%
Average cost per non LUPA episode	\$1,497	\$1,674	\$2,404	\$2,475	\$2,491	\$2,512	\$2,463
<i>Visits per full episode</i>							
Skilled nursing	4.07	4.53	7.64	8.40	8.40	7.88	8.76
Physical therapy	8.16	8.90	4.20	3.39	4.39	4.53	4.60
Speech pathology	0.00	0.00	1.41	1.01	1.25	1.54	1.02
Occupational therapy	1.20	1.48	0.21	0.19	0.17	0.20	0.12
Social worker	0.00	0.00	0.36	0.23	0.29	0.37	0.26
Home health aide	4.15	6.56	2.61	4.72	3.71	2.64	4.03
Total	17.58	21.47	16.43	17.94	18.21	17.16	18.39

APPENDIX E

Healthy At Home, Inc.

Operational Indicators - Service Unit Costs

Discipline	HAH		Organizational Wide				Comparable Size Average
	2013	2012	Most Profitable	Least Profitable	New England Average	State Average	
Skilled nursing care	\$ 60.78 vs	\$ 73.49 vs	\$ 130.31 vs	\$ 147.51 vs	\$ 151.27 vs	\$ 157.37 vs	\$ 143.69 vs
Physical therapy	118.85 vs	94.13 vs	151.97 vs	162.65 vs	148.94 vs	151.34 vs	148.68 vs
Occupational therapy	106.89 vs	120.49 vs	145.57 vs	151.22 vs	152.07 vs	162.52 vs	158.51 vs
Home health aide (visits)	40.66 vs	50.56 vs	56.79 vs	67.22 vs	57.92 vs	69.48 vs	57.69 vs
Private Duty - Nursing	82.57 hr	75.83 hr					
Private Duty - CNA	25.32 hr	25.85 hr					
Private Duty - PCSP	22.65 hr	23.76 hr					
Private Duty - Homemaker	25.31 hr	24.30 hr					

APPENDIX F

Healthy At Home, Inc.

Operational Indicators - Financial Ratios

	HAH		Organizational Wide				Comparable Size Average
	2013	2012	Most Profitable	Least Profitable	New England Average	State Average	
Number of days expense in cash and cash equivalents (including assets limited as to use)	26	27	460	201	202	158	234
Days revenue in accounts receivable net of deferred revenue	37	29	35	37	42	38	41
Bad debts as a percentage of net patient service revenue	0.40%	0.14%	1.27%	1.14%	0.55%	0.53%	0.28%
Working capital ratio	4.12	4.24	2.57	2.35	2.64	2.64	2.94
Long-term debt to unrestricted net assets ratio	0.00	0.00	0.02	0.00	0.05	0.11	0.04
Percentage of community support to expenses	0.19%	0.13%	9.27%	-3.97%	2.29%	3.87%	3.29%
Excess (deficit) of revenue over expenses (excluding recognized change in fair value of investments) as a percentage of operating revenue	0.49%	0.69%	10.69%	-9.95%	2.48%	3.14%	4.94%

APPENDIX G

Healthy At Home, Inc.

Comparison of Administrative Functions

For the Year Ended June 30, 2013

	Most Profitable	Least Profitable	Agency Size			New England	Healthy
	Weighted Average FTEs	Weighted Average FTEs	Small Weighted Average FTEs	Medium Weighted Average FTEs	Large Weighted Average FTEs	Weighted Average FTEs	2012 FTEs
<i>Administration</i>							
Administration	0.335	0.660	0.647	0.606	0.365	0.456	0.120
Intake	0.273	0.435	0.285	0.323	0.275	0.288	0.060
Clinical supervision and support	1.347	1.443	1.277	1.362	1.562	1.480	0.710
Medical records	0.150	0.160	0.289	0.180	0.161	0.181	0.090
Finance	0.326	0.833	0.659	0.611	0.427	0.499	0.640
Information systems	0.097	0.257	0.172	0.206	0.130	0.154	-
Human resources	0.179	0.288	0.138	0.194	0.181	0.179	0.034
Marketing	0.328	0.100	0.248	0.149	0.284	0.247	0.100
TOTAL ADMINISTRATIVE STAFFING	3,035	4,176	3,715	3,631	3,385	3,484	1,763
Actual Visits	6,185	6,185	6,185	6,185	6,185	6,185	8,132
Average Visits Per FTE	2,038	1,481	1,665	1,703	1,827	1,775	4,720

<u>Disc</u>	<u>Last Name</u>	<u>First Name</u>	<u>Hire Date</u>	<u>Lic. Exp Date</u>	<u>Lic. #</u>
			RN's & LPN's		
RN	Arseneault	Michelle	2/10/2009	7/9/2014	039833-21
RN	Boucher	Kimberly	11/1/2013	11/1/2015	059343-21
RN	Carter	Linda	2/7/2000	3/8/2013	3 20 2013
RN	Clark	Madeline	10/19/2010	5/26/2014	009869-21
LPN	Cool	Michelle	7/1/2013	4/10/2016	015999-22
LPN	Eliot	Jeff	8/7/2009	9/13/2015	010916-22
RN	Fournier	Tracey	9/13/2012	11/9/2015	066633-21
RN	Infante	Donna	7/20/2010	5/27/2015	033849-21
LPN	Liakakos	Maria	7/1/2013	7/26/2014	016280-22
RN	McAlpine	Bonnie	5/4/2010	7/9/2014	014563-21
RN	McDonah	Catherine	10/6/2010	8/19/2014	040710-21
RN	Radziewicz	Diane	5/2/2011	9/20/2014	017839-21
RN	Regan	Sheila	11/11/2008	12/4/2014	040658-21
LPN	Steuerman	Craig	8/2/2006	10/23/2015	013913-22
RN	Ruiz	Jennifer	7/11/2011	11/30/2014	064042-21
RN	Fuller	Jessica	8/20/2013	9/11/2014	068380-21
			PT's		
PT	Hendrickson	Karen	7/24/2000	12/31/2014	1067
PT	Hinton	Brian	12/30/2004	12/31/2014	1194
PTA	Kirby	Alison	8/23/2010	12/31/2014	333
			OT		
			LNA's		
LNA	Albert	Carlie	1/21/2014	6/4/2014	045222-24
LNA/MC	Baker	Chrissie	3/12/2002	1/9/2016	014680-24
LNA	Bandzoumouna	Annie	7/17/2013	6/25/2015	050952-24
LNA	Buchanan	Elizabeth	12/23/2002	6/6/2014	018556-24
LNA	Cantara	Deborah	5/20/2003	5/10/2015	002465-24
LNA	Chick	Maria	8/27/2003	7/23/2015	027849-24
LNA	Clemm	Judy	5/4/2006	9/6/2015	003617-24
LNA	Coolbeth	Jesse	4/7/2014	11/17/2014	049693-24
LNA	Constant	Michelle	5/31/2012	11/18/2014	046868-24
LNA	Daley	Lyndee	6/10/2010	7/5/2015	044192-24
LNA	Davis	Anne	10/25/2013	3/19/2015	027449-24
LNA	Dos Santos	Britany	1/17/2011	5/23/2015	042653-24
LNA	Duarte	Kayla	8/20/2013	12/24/2015	043412-24

LPN	Elliot	Jeff	8/7/2009	9/13/2014	046550-24
	Fox	Jeremy	2/17/2014	9/11/2015	047244-24
LNA	Freeman	Christine	4/13/2012	8/8/2014	045413-24
LNA	Gagnon	Ashley	1/17/2012	8/18/2015	047570-24
LNA	Garofalo	Ria	11/7/2008	10/13/2015	032545-24
LNA	Gravelle	Tori	8/9/2012	8/28/2014	039924-24
LNA	Groff	Mary	5/9/2003	10/29/2014	027579-24
LNA	Gustowski	Cheryl	11/17/2006	3/4/2015	023672-24
LNA	Gustowski	Diana	5/18/2011	9/5/2015	044119-24
LNA	Hendrickson	Erin	11/27/2009	6/4/2015	041386-24
LNA/MC	Hodgkins	Sheila Jean	1/3/2007	8/16/2014	017103-24
LNA	Indeglia	Thomas	3/19/2010	7/16/2015	043259-24
LNA	Jones	Leesa	7/21/2010	7/25/2014	044835-24
LNA	Kan	Alice	11/10/2008	3/17/2016	038162-24
LNA	Lynch	Gladys	11/18/2013	8/30/2015	024619-24
LNA/MC	Marston	Alicia	1/13/2006	12/7/2015	033580-24
LNA	Michaud	Bonnie	11/9/2011	2/13/2016	047373-24
LNA	Miller	Sue	1/8/2009	7/16/2014	046421-24
LNA	Morsindi	Latasha	6/15/2011	12/21/2014	020096-24
LNA	Nadeau	Leanne	9/30/2012	9/26/2014	009008-24
LNA	Niquette	Jennifer	2/20/2013	8/12/2015	009036-24
LNA	Njdroge	Hilda	4/8/2014	5/22/2015	011242-24
LNA	Nunez	Susan	11/12/2013	5/31/2015	051117-24
LNA	Olson	Cheryl	5/2/2012	4/27/2016	003668-24
LNA	Olson	Jessica	6/28/2007	1/24/2016	043769-24
LNA	Olson	Laurie	11/24/2010	1/22/2016	003669-24
LNA	Polcari	Kristen	2/17/2014	4/27/2014	048516-24
LNA/MC	Porter	Judy	3/26/2007	5/4/2015	020363-24
LNA	Raymond	MaryAnn	2/3/2010	10/23/2014	046558-24
LNA	Renna	Paula	11/7/2008	1/13/2016	010013-24
LNA	Santana	Tamara	10/1/2011	3/5/2015	046514-24
LNA	Smith	Annette	3/5/1997	6/21/2014	011332-24
LNA	Stanford	April	1/27/2009	5/16/2014	039910-24
LNA	Valeras	Jamie	2/9/2011	9/3/2014	045196-24
LNA	Villada	Jennifer	10/25/2013	10/7/2014	050633-24
LNA	Vrouhas	Gale	8/5/2011	7/1/2014	050618-24
LNA	Wilmot	Jordan	7/17/2008	12/25/2014	036116-24



ORGANIZATIONAL PURPOSE & PHILOSOPHY

The organizational purpose of Healthy at Home, Inc (HAH) is to provide professional and supportive services to clients in their place or residence or other location that is deemed medically necessary and safe. HAH provides the following services: skilled and routine nursing care, intravenous/infusion therapies, home health aides, personal care service providers, companions/homemakers, rehabilitation therapies, and social service/case management. We seek to promote physical, emotional, and psychosocial care to clients and their families and to prevent any unnecessary short or long term institutionalization.

The purpose and mission of HAH is based on two fundamental philosophical principles: the belief in the innate worth of the ailing disabled, and aged individuals and that each individual, regardless of age, sex, religion, position in life, or disability is presented with the opportunity to maximize his/her potential as valuable member of our society.

Our program is dedicated to providing medical and therapeutic care to individuals within the security and comfort of their homes where healing and recuperation have the greatest potential of success. If recovery and rehabilitation is not the intended outcome we shift our focus to maintenance of safety and independence.

HOME HEALTH AND SUPPORTIVE SERVICES

VISION STATEMENT

To allow individuals to remain at home with health care and supportive services that fulfill their unique set of needs, while maintaining safety, quality, and dignity and cost effectiveness.

MISSION STATEMENT

HEALTHY AT HOME, INC strives to enhance the lives of people with illness or injury, regardless of age, race or disability, through a cooperative relationship with the community, professional medical service providers and organizations that serve people in need of home health care and/or supportive services by:

- Establishing and maintaining high standards of medical care and supportive services.
- Providing skilled services (nursing, PT and OT therapies, social service/case management), home health aides, to PCSP's, companions, homemakers, respite workers, transportation and other household odd jobs.
- Advocating for responsible public policy.
- Generating community awareness, education, understanding and support.

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

David Aponovich - (6/16)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Treasurer
(Chair, Finance Committee)
(Facilities Committee)
(Executive Committee)
[Redacted]

Alphonse Haettenschwiler - (6/15) (Finance Committee)
(HCC Oversight Committee, Chair)

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Vincent Chamberlain - (6/15)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Vice Chair
(Chair Resource/Development/
Planning Committee)
(HCC Oversight Committee)

[Redacted]

Joel Jaffe - (6/17) (Executive Committee)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Pastor Geoff DeFranca -

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

(Resource/Development/
Planning Committee)

[Redacted]

Robert Kelliher - (Chair, Facilities Committee)
(Governance Committee)

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Laurie Des Rochers - (6-15)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

(Facilities Committee)
(Resource/Development/
Planning Committee)

[Redacted]

Lynn King - (6-16) (Resource/Development/
Planning Committee)
(Chair, Governance Committee)

[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Robert Fischer -

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Chair of the Board
(Resource/Development/
Planning Committee)
(HCC Oversight Committee)

[Redacted]

Captain James Lima - (6/15) (Governance Committee)
(Facilities Committee)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Laurie Goguen - (6-16)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

Secretary
(Governance Committee)
(HCC Oversight Committee)
(Executive Committee)
[Redacted]

Naomi Moody - (6/16) (Committee Assignment-Pending)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Nathan Goodwin - (6-16)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

Dan Sallet - (Finance Committee)

[Redacted]
[Redacted]
[Redacted]
[Redacted]
[Redacted]

[Redacted]

HARBOR HOMES, INC. AND AFFILIATES BOARD OF DIRECTORS

(Harbor Homes, Inc., HH Ownership, Inc., Welcoming Light, Inc., Healthy At Home, Inc., Milford Regional Counseling Services, Inc., Greater Nashua Council on Alcoholism, Inc., Southern NH HIV Task Force)

Trent Smith - [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

(Chair, Executive Committee)
(HCC Oversight Committee)

[REDACTED]

Healthy at Home, Inc.

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Peter Kelleher	President & CEO	150,000.00	0%	0%
Linda Carter, RN	Administrator Healthy at Home, Inc	110,000.00	0%	0%
Brenda Lavoie	Financial Specialist	65,000.000	0%	0%

LINDA CARTER, RN, MSA

April 2014

Objective summary: To administer my knowledge and expertise for the betterment of humanity.

Skills

- ❖ Natural Leader-Ability to Direct and Motivate
- ❖ Speaking-Conveys effectively
- ❖ Listening-Very Keen to What is said or not said
- ❖ Versatile-Adaptive to Change
- ❖ Observant-Attentive to Minute Details
- ❖ Complete Problem Solver- "Can Do" attitude
- ❖ Methodical-Ability to streamline processes
- ❖ Advocate-Preserves for Humanity
- ❖ Positive Demeanor-The glass is always half full
- ❖ Empathetic-Understands suffering

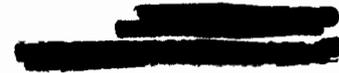
Qualifications

Administration and Management - In-depth knowledge and incorporation of business and management protocol in strategic planning and marketing, resource allocation, leadership, financial management, policy and procedure implementation, delegation of authority, and establishment of accountability for staff members while adhering to all Federal and State rules and regulations. In the past 14 years we have grown from 30 clients to 200, and our staffing has grown from 18 employees to 115. Our annual budget has grown from \$385,000 to 2.86 million.

Budgeting – Implement and maintain budgets and accounting systems in collaboration with the Senior Financial Specialist. In 2000, our deficit was \$350,000 and today, FYE 2014 our budget is running at a surplus of \$45,000 as of January 2013.

Public Safety and Security – Expertise with relevant equipment, policies, procedures, and strategies to promote effective local, state, and national security operations for the protection of people, data, property and institutions. Work collaboratively with community residents, local hospitals and Public Health Department and other Health Care agencies to ensure that health care needs are met.

Educator – Informed of the current principles and methods for curriculum and training design, teaching and instruction for individuals and groups, and the measurement of training efficacy. Developed, maintained, and implemented nursing continuing education, both in-service and orientation. I directed implementation of the Personal Care Service Provider (PCSP) program and ongoing competencies in accordance with governmental regulations, executive orders, and agency rules.



Medicine – Collaborate with Physicians and other health care providers and colleagues to keep current with information and techniques needed to assess and evaluate human injury and disease. This includes symptoms, treatment alternatives, drug properties and interactions, and healthcare measures long and short-term.

Mental Health – Healthy At Home is affiliated with Harbor Homes, Inc. (one entity of the Partnership for Successful Living) who provides supportive services for families and individuals living with mental illness (MI) or Developmental Disabilities (DD). Qualified to provide psychiatric nursing (9 years) to include but not limited to injections and compliance with plan of care for MI and DD patients. Maintain medical doctor’s orders and keep them informed.

Advocator – Actively involved with New Hampshire Home Care Association and State Legislature. Serve on the Board of Directors for the NHHCA since 2006- 2010.

Employment

Healthy At Home	Nashua NH	Administrator/Practicing Nurse-Home Care	2000- current
Harbor Care Health and Wellness Center at Harbor Homes, Inc	Nashua NH	Interim Program Administrator	12/13/12 – 11/30/2013
St. Joseph Hospital	Nashua NH	Director-Elder Care/Home Care Discharge planning and Managed Care	11 YRS
St. Joseph Hospital	Nashua NH	Medical/Surgical Educator-Staff Training	3 YRS
Walter Reed Army Medical Center 1986- 1990	Washington DC	Military Intensive Care Nurse 4 YRS- Honorable Discharge – Rank of Captain	
Health Services of NY	Potsdam NY	Director of Nursing-Home Healthcare	2 YRS
Massena Memorial Hospital	Massena NY	Staff Registered Nurse	3 YRS

Education

Central Michigan University	Mt. Pleasant MI	MSA Health and Science Administration	1990
State University of New York	Utica NY	BSN-Nursing	1985
Canton ATC	Canton NY	AAS-Nursing	1979

Additional Professional Qualifications

- ❖ Active member of the New Hampshire Home Care Association Board of Directors (2006-2012)
- ❖ Active member of NHHCA Governance committee and legislative committee (2010-current)
- ❖ Chairperson for Partnership for Successful Living Safety Committee Dec 2011- current
- ❖ Member of the NH Incapacitated Adult Fatality Review Committee Jan 2013-current
- ❖ Interim Program Manager Harbor Care Health and Wellness Center – Dec 2012- Nov 2013
- ❖ Planned, developed and implemented The Personal Care Service Provider program (PCSP) in Accordance with NH HeP rules in 2004 and continue teaching and hiring successful students afterwards into home care
- ❖ Nurse trainer for medication administration of non-licensed personnel in the state of New Hampshire 2001-current
- ❖ Certified Medicare Home Health Psychiatric Nurse- April 2005- current
- ❖ The American Heart Association Instructor Network 2008 - current
- ❖ Current American Heart Association BLS Instructor; ACLS Instructor; PALS Instructor- 2016 for all three
- ❖ Notary Public-2006- 2016
- ❖ Directly involved with hospital receiving Home Care License and Medicare approval
- ❖ Serviced as liaison between St. Joseph Healthcare and Souhegan Nursing Association in developing an affiliation for Home Care Services
- ❖ ANCC Certification in Gerontological Nursing – 1998-2012
- ❖ Member of the Heritage Registry of WHO'S WHO's-2005-2006 Edition
- ❖ Planning committee for developing and submitting continuing education offerings and programs from St. Joseph Hospital to NHNA for approval of contact hours
- ❖ Planned, developed, and implemented protocols and guidelines for Elder Care Programs at St. Joseph Hospital
- ❖ Active involvement with Adult Day Health Care Center proposal to include New Hampshire rules and regulations, design, development of policies and interview process- 1995

LINDA CARTER, RN, MSA

- ❖ Developed a Senior program for individuals 55 years and older called SAGE- A Healthy Approach to Aging with health screenings, clinical, monthly luncheons with health topics, and a quarterly newsletter
- ❖ Liaison with First Choice PHO and managed care health insurances
- ❖ ANCC Certification-Staff Development Educator-1995-2000
- ❖ Clinical critical and Emergency Department Nursing-11 years
- ❖ Thesis, "Misuse of the Emergency Room by Non-Emergency Patients"
- ❖ Director of Nursing for home care agency of 500 clients and 250 employees
- ❖ Experience with developing IV and home care ventilator care. Taught nurses and families how to care for family members at home

References Upon request



NEW HAMPSHIRE Online Licensing

IF A LICENSEE HOLDS A CURRENT NH COMPACT LICENSE IT WILL BE DESIGNATED AS: Multi-State License: COMPACT. Please note that NOT ALL compact licenses will be indicated on this site. Board Staff continues to add compact designation as licenses are renewed since the inception of the compact legislation. If you have any questions please contact the Board at (603) 271-2323.

Person Information

Name: LINDA MARY JOHNNER CARTER

License Information

License No: 036999-21 Profession: Nursing License Type: Registered Nurse
License Status: Active Issue Date: 4/30/1992 Expiration Date: 3/8/2016
Multi-State License Status: COMPACT

Discipline Information

No Discipline Information

Board Action

No Related Documents

Disclaimer: The JCAHO and the NCQA consider on-line status information as fulfilling the primary source requirement for verification of licensure in compliance with their respective credentialing standards.

Nursing License Type:
Issue Date: 4/30/1992 Expiration Date:

State of New Hampshire

Department of Health and Human Services

Office of Program Support



LICENSE

In accordance with the provisions of RSA 151 and the regulations of said Department, a license is issued to

HEALTHY AT HOME, INC. known as **HEALTHY AT HOME, INC.**

located at 45 HIGH STREET # 2 NASHUA NH

to operate a(n) HOME HEALTH CARE PROVIDER

This license is effective under the conditions and for the period stated in the annual certificate below:

LICENSE No 03110



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF PROGRAM SUPPORT**

EFFECTIVE DATE 4/1/2014
EXPIRATION: 3/31/2015

TOTAL BED
COUNT.

LICENSE NO: 03110 IS ISSUED TO HEALTHY AT HOME, INC.
DBA HEALTHY AT HOME, INC.

THIS FACILITY HAS COMPLIED WITH RSA 151 AND THE RULES
PROMULGATED THEREUNDER FOR LICENSURE AS THE
FOLLOWING:

LOCATED AT	45 HIGH STREET # 2	NASHUA	NH	MEDICAL DIRECTOR	LAB DIRECTOR	BED TYPE	BED
TYPE	HOME HEALTH CARE PROVIDER	ADMINISTRATOR	LINDA CARTER, MSA				

[Handwritten signature]

Comments: ANNUAL CERTIFICATE

Waiver

Mary P. Costello
Senior Division Director