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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shabinette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

April 29, 2021

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, 2021-05, and 2021-06, Governor Sununu authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Sole Source** amendments to existing contracts with the Contractors listed in bold below for visiting nursing agencies to provide COVID-19 testing for individuals who are unable to access established or mobile testing sites, by decreasing the total shared price limitation by \$400,000 from \$500,000 to \$100,000 and by extending the completion dates from April 30, 2021, to September 30, 2021. 100% General Funds.

The original contracts were approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020 (Item #C), and amended with Governor approval on December 14, 2020, and presented to the Executive Council on January 22, 2021 (Item #F).

Vendor Name	Vendor Code	Area Served
Granite VNA, Inc. d/b/a Concord Regional Visiting Nurse Association, Inc.	174069	Merrimack, parts of Hillsborough, and Belknap County
Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA and Hospice	174248	Merrimack, Grafton, and Sullivan County
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Northern Grafton County
Pemi-Baker Community Health	TBD	Grafton and Belknap County
Nurses P.R.N., Inc.	TBD	Hillsborough County

VNA Home Health and Hospice Services, Inc.	TBD	Hillsborough, Rockingham, and Merrimack County
Central New Hampshire VNA & Hospice	177244	Belknap, Carroll, Merrimack, Grafton, and Strafford County
Regency Home Health, LLC	TBD	Hillsborough County
Cornerstone VNA	230881	Strafford, Carroll, Rockingham, and Belknap County
Rockingham Visiting Nurse Association and Hospice	TBD	Rockingham and Strafford County
Home Health and Hospice Care	TBD	Hillsborough and Rockingham County
VNA at HCS, Inc.	177274	Cheshire, Hillsborough and Sullivan County
Visiting Nurse, Home Care & Hospice of Carroll County	177274	Belknap, Carroll, Merrimack, Grafton and Strafford County
Home Health VNA of Haverhill d/b/a Home Health VNA of NH	TBD	Hillsborough, Rockingham and Strafford County

Funds are available in the following account for State Fiscal Year 2021, and are anticipated to be available in State Fiscal Year 2022, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Oper Svc	95010999	\$500,000	\$0	\$500,000
2021	103-502664	Contracts for Oper Svc	95010999	\$0	(\$400,000)	(\$400,000)
2022	103-502664	Contracts for Oper Svc	95010999	\$0	\$0	\$0
			Total	\$500,000	(\$400,000)	\$100,000

EXPLANATION

This item is **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. The Contractors are visiting nurse agencies with service areas statewide and uniquely qualified to provide COVID-19 testing to individuals who are unable to access established or mobile testing sites.

The exact number of residents served in New Hampshire will depend on the trajectory of the COVID-19 pandemic.

The Contractors will continue to provide COVID-19 testing for individuals in their pre-existing service areas as requested by the Department. The Contractors have forty-eight (48) hours from the time of the Department's request to collect the specimens. The Contractors must obtain a signed informed consent form from each eligible individual, and collected specimens are then stored and sent for laboratory testing. The Contractors must communicate to the Department if there are shortages of staffing, testing kits, and/or personal protective equipment. The Contractors may use their own materials, which the Department will replace, or order materials from the Department to execute these services.

The Department is monitoring contracted services to ensure:

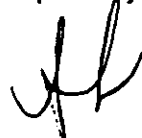
- Specimen collection is completed within forty-eight (48) hours of receiving a request from the Department.
- Daily oral or written reports are submitted by the Contractors to the Department to confirm the number of specimen collections completed during the previous twenty-four (24) hour period.

As referenced in Exhibit A of the original contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties and appropriate State approval. The Department is exercising its option to renew services for five (5) months of the one (1) year available.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibinette
Commissioner



**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Granite VNA, Inc. d/b/a Concord Regional Visiting Nurse Association, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37, General Provisions, Block 1.3, Contractor Name, to read:
Granite VNA, Inc.
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/15/2021

Date

DocuSigned by:
Lisa M. Morris

Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

Granite VNA, Inc.

4/14/2021

Date

DocuSigned by:
Beth Stepien

Name: Beth Stepien
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

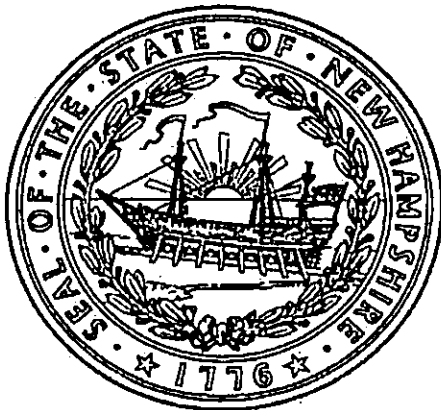
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that GRANITE VNA, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on October 18, 1899. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned; and the attached is a true copy of the list of documents on file in this office.

Business ID: 63116

Certificate Number: 0005347464



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Mark Edelstein, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Granite VNA dba Concord Regional Visiting Nurse Association, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 13th, 2021, at which a quorum of the Directors/shareholders were present and voting.

VOTED: That Beth J. Slepian is duly authorized on behalf of Granite VNA dba Concord Regional Visiting Nurse Association, Inc. to enter into contracts or agreements with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/13/21



Name: Mark Edelstein
Title: Secretary

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Lake Sunapee Home Care and Hospice, d/b/a Lake Sunapee Region VNA and Hospice ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/21/2021

Date

DocuSigned by:



Name: LISA M. MORRIS

Title: Director, Division of Public Health Svcs.

Lake Sunapee Home Care and Hospice
d/b/a Lake Sunapee Region VNA and Hospice

4/19/2021

Date

DocuSigned by:



Name: James Cullhane


Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2021

Date

DocuSigned by:


Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

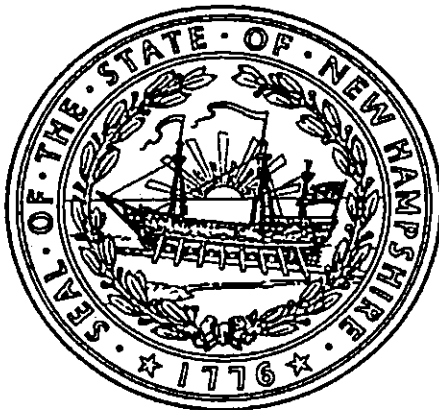
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE HOME CARE AND HOSPICE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 09, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 60769

Certificate Number: 0005353062



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 20th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

1. George Quackenbass, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Lake Sunapee Home Care & Hospice
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 23, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

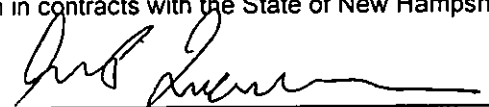
VOTED: That James Culhane, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lake Sunapee Homecare & Hospice to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/19/21



Signature of Elected Officer
Name: George Quackenbass
Title: Treasurer



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/10/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No., Ext.): 603-882-2766 E-MAIL: kgutekunst@eatonberube.com	FAX (A/C, No.): 603-886-4230
	INSURER(S) AFFORDING COVERAGE	
INSURED Lake Sunapee Region Visiting Nurse Association 107 Newport Road P.O. Box 2209 New London NH 03257	INSURER A : National Union Fire Ins Co	
	INSURER B : Travelers Insurance	
	INSURER C :	
	INSURER D :	
	INSURER E :	

COVERAGES

CERTIFICATE NUMBER: 80148848

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		VHNU-HG-0006886-00	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
						MED EXP (Any one person)	\$ 50,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 3,000,000
						PRODUCTS - COMP/OP AGG	\$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		VHNU-HA-0006893-00	3/1/2021	3/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE DED \$ RETENTION \$		VHNU-HX-0006895-00	3/1/2021	3/1/2022	EACH OCCURRENCE	\$ 1,000,000
						AGGREGATE	\$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N				PER STATUTE	OTHER
		N/A				E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
A B A	Professional Liability Crime		VHNU-HG-0006886-00 106018374 VHNU-HM-0006894-00	3/1/2021 3/1/2021 3/1/2021	3/1/2022 3/1/2024 3/1/2022	1,000,000 per claim Fidelity Property	3,000,000 aggr \$500,000 \$2,998,203

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

Visiting Nurse Association and Hospice
 Lake Sunapee Region Visiting Nurse Association and Hospice
 Lake Sunapee Region Visiting Nurse Association and Affiliates: Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA & Hospice; Lake Sunapee Community Health Services

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Health and Human Services
 129 Pleasant St
 Concord NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Lorraine Michals, CIC PHONE (A/C, No, Ext): 603-665-6028 FAX (A/C, No): E-MAIL ADDRESS: lorraine.michals@usi.com <table style="width: 100%; border: none;"> <tr> <td style="text-align: center; border: none;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center; border: none;">NAIC #</td> </tr> <tr> <td style="border: none;">INSURER A : Technology Insurance Company, Inc.</td> <td style="border: none;">42376</td> </tr> <tr> <td style="border: none;">INSURER B :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER C :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER D :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER E :</td> <td style="border: none;"></td> </tr> <tr> <td style="border: none;">INSURER F :</td> <td style="border: none;"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Technology Insurance Company, Inc.	42376	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Technology Insurance Company, Inc.	42376														
INSURER B :															
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Lake Sunapee Region VNA PO Box 2209 New London, NH 03257															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS								
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$								
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$								
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N <input type="checkbox"/> Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3893753	07/01/2020	07/01/2021	<table style="width: 100%; border: none;"> <tr> <td style="border: none;">PER STATUTE</td> <td style="border: none;">OTHER</td> </tr> <tr> <td style="border: none;">E.L. EACH ACCIDENT</td> <td style="border: none;">\$500,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - EA EMPLOYEE</td> <td style="border: none;">\$500,000</td> </tr> <tr> <td style="border: none;">E.L. DISEASE - POLICY LIMIT</td> <td style="border: none;">\$500,000</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$500,000	E.L. DISEASE - EA EMPLOYEE	\$500,000	E.L. DISEASE - POLICY LIMIT	\$500,000
PER STATUTE	OTHER														
E.L. EACH ACCIDENT	\$500,000														
E.L. DISEASE - EA EMPLOYEE	\$500,000														
E.L. DISEASE - POLICY LIMIT	\$500,000														

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

RE: Evidence of Coverage.

CERTIFICATE HOLDER Bureau of Contracts & Procurement Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. <hr/> AUTHORIZED REPRESENTATIVE
---	--

**State of New Hampshire
Department of Health and Human Services
Amendment #1**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and North Country Home Health & Hospice Agency, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/30/2021

Date

DocuSigned by:

Lisa M. Morris

0938DBEBCA5440

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

North Country Home Health & Hospice Agency, Inc.

4/15/2021

Date

DocuSigned by:

Michael Counter

10E806BFC0510115

Name: Michael Counter


Title: President

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

OFFICE OF THE ATTORNEY GENERAL

5/3/2021

Date

DocuSigned by:

Name: Catherine Pinos
Title: 5/3/2021

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

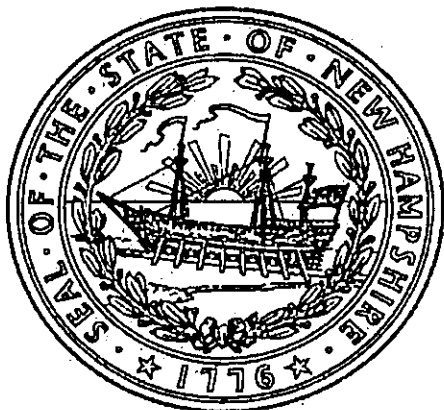
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 18, 1970. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 66451

Certificate Number: 0005349657



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

Certificate of Authority

(Corporation of LLC- Non-specific, open-ended)

Corporate Resolution

I, Roxie Severance, hereby certify that I am duly elected Chair of NCHHHA Board of Directors
(Name)

North Country Home Health and Hospice Agency. I hereby certify the following is a true copy of a
(Name of Corporation or LLC)

vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April
(Month)

28, 20 21 at which a quorum of the Directors/shareholders were present and voting.
(Day) (Year)


VOTED: That Michael Counter President and CEO / Tiffany Haynes-Hicks President and CEO (may list
more than one person) is duly authorized to
(Name and Title)

enter into contracts or agreements on behalf of North Country Home Health and Hospice Agency with
(Name of Corporation or LLC)

the State of New Hampshire and any of its agencies or departments and further is authorized to execute any
documents which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of
the date of the contract to which this certificate is attached. I further certify that it is understood that the State of
New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the
position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits
on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all
such limitations are expressly stated herein.

DATED: Apr 30, 2021

ATTEST:  Roxie A. Severance
Roxie Severance (Apr 30, 2021 14:23 EDT)
(Name and Title)






Certificate of Authority 2021

Final Audit Report

2021-04-30

Created:	2021-04-30
By:	Gary Chase (gchase@nchhha.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAADOIVWNM-Uit16ns10sGMoyuzfjQe1JVH

"Certificate of Authority 2021" History

-  Document created by Gary Chase (gchase@nchhha.org)
2021-04-30 - 12:39:33 PM GMT- IP address: 216.107.205.178
-  Document emailed to Roxie Severance (roxie@rsconsulting.services) for signature
2021-04-30 - 12:41:10 PM GMT
-  Email viewed by Roxie Severance (roxie@rsconsulting.services)
2021-04-30 - 6:22:45 PM GMT- IP address: 174.196.197.218
-  Document e-signed by Roxie Severance (roxie@rsconsulting.services)
Signature Date: 2021-04-30 - 6:23:42 PM GMT - Time Source: server- IP address: 174.196.197.218
-  Agreement completed.
2021-04-30 - 6:23:42 PM GMT



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/19/2020

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C, Np, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED North Country Home Health & Hospice Agency 536 Cottage Street Littleton, NH 03561	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A: ProSelect Insurance Company</td> <td>10638</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: ProSelect Insurance Company	10638	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
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INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES CERTIFICATE NUMBER: W18288550 REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL SUBROGATION	INSURED	WV	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:				002NH000032947	10/01/2020	10/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 50,000</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 1,000</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>GENERAL AGGREGATE</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 50,000	MED EXP (Any one person)	\$ 1,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																					
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GENERAL AGGREGATE	\$ 3,000,000																					
PRODUCTS - COMP/OP AGG	\$ 3,000,000																					
	\$																					
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> AUTOS ONLY							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$							<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
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	\$																					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N			N/A			<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center;">PER STATUTE</td> <td style="text-align: center;">OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$</td> </tr> </table>	PER STATUTE	OTHER	E.L. EACH ACCIDENT	\$	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$						
PER STATUTE	OTHER																					
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A	Professional Liability Claims Made & Reported				002NH000032947	10/01/2020	10/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Claim Limits</td> <td style="text-align: right;">1,000,000</td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">3,000,000</td> </tr> </table>	Claim Limits	1,000,000	Aggregate	3,000,000										
Claim Limits	1,000,000																					
Aggregate	3,000,000																					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 North Country Home Health & Hospice Agency, Inc is named insured with respect to the insurance policies referenced herein.

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
---	--



NORTCOU-10

MSNELL

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/4/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Davis & Towle Morrill & Everett, Inc.
INSURED: North Country Home Health & Hospice Agency Inc.
CONTACT NAME: Mary Ellen Snell, CIC
PHONE: (603) 715-9754
FAX: (603) 225-7935
E-MAIL ADDRESS: msnell@davistowle.com

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER CANCELLATION

State of New Hampshire Department of Health & Human Services
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Mary Ellen Snell

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Nurses P.R.N., Inc., ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/13/2021

Date

DocuSigned by:
Lisa M. Morris
DC38DBFB8C454A0

Name: Lisa M. Morris
Title: Director, Division of Public Health svcs.

Nurses P.R.N., Inc.

4/13/2021

Date

DocuSigned by:
Dawn Mrotek
DC18D4C5E834A1


Name: Dawn Mrotek
Title: Assistant Administrator

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021

Date

DocuSigned by:

D5CA9202E32C4AF

Name: Catherine Pinos
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:
Title:

State of New Hampshire

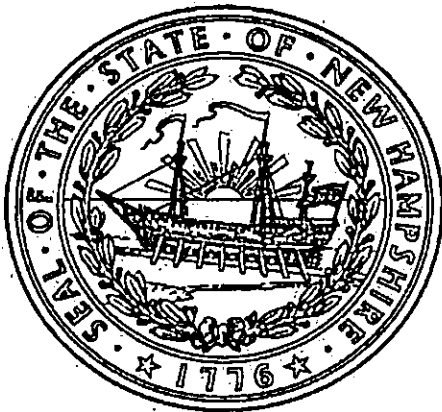
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that SILVER TOUCH HOME HEALTH CARE is a New Hampshire Trade Name registered to transact business in New Hampshire on May 05, 2011. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 649072

Certificate Number: 0005348806



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

State of New Hampshire

Department of State

RENEWAL CERTIFICATE OF REGISTERED TRADE NAME

OF

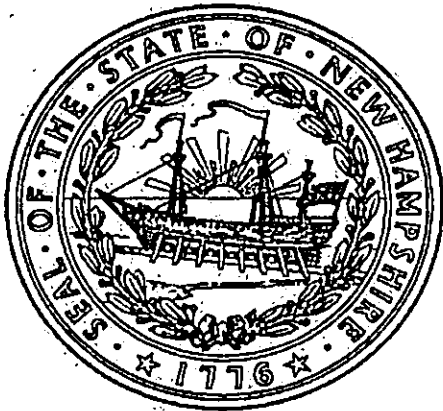
SILVER TOUCH HOME HEALTH CARE

This is to certify that **NURSES P.R.N., INC.** reregistered in this office as doing business under the Trade Name **SILVER TOUCH HOME HEALTH CARE**, at **22 GREELEY STREET U1A, MERRIMACK, NH, 03054, USA** on **05/05/2021**.

The nature of business is **OTHER / Home health care**

Expiration Date: **05/05/2026**

Business ID: **649072**



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 14th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Hui Lay Kamara, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Nurses PRN Inc DBA Silver Touch HHC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 13, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Dawn Moore Assistant Administrator (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Nurses PRN Inc DBA Silver Touch HHC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/13/21

H Kamara
Signature of Elected Officer
Name: Hui Lay Kamara
Title: Administrator

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and VNA Home Health & Hospice Services, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/27/2021

Date

DocuSigned by:

Lisa M. Morris

09380BF8CA54A0

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

VNA Home Health & Hospice Services, Inc.

4/27/2021

Date

DocuSigned by:

Rachel Chaddock

0F4B7CB26BF0485...

Name: Rachel Chaddock

Title: Vice President, Home and Community Services

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

OFFICE OF THE ATTORNEY GENERAL

5/6/2021

Date

DocuSigned by:



D5CA8202E32C4AE

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

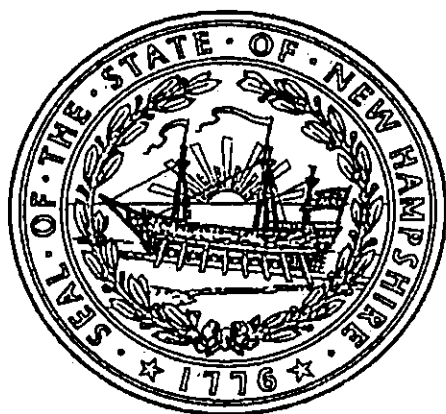
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA HOME HEALTH & HOSPICE SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on March 04, 1897. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65720

Certificate Number: 0005357711



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 27th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

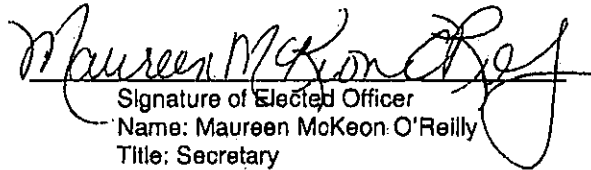
I, Maureen McKeon O'Reilly, hereby certify that:

1. I am a duly elected Secretary of VNA Home Health and Hospice Services, Inc.
2. The following is a true copy of a vote taken at a meeting of the Board of Trustees, duly called and held on January 14, 2021, at which a quorum of the Trustees were present and voting.

VOTED: That Rachel Chaddock, Vice President Home and Community Services is duly authorized on behalf of VNA Home Health and Hospice Services, Inc. to enter into contracts and agreements with third with third parties, including the State of New Hampshire and any of its agencies or departments having a total value of \$100,000.00 or less, and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 04/23/2021


Signature of Elected Officer
Name: Maureen McKeon O'Reilly
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/27/2021

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No, Ext): 1-877-945-7378 FAX (A/C, No): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com														
INSURED VNA Home Health and Hospice Services Inc. 1070 Holt Avenue, Suite 1400 Manchester, NH 03109	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: Elliot Health System</td> <td style="text-align: center;">C2753</td> </tr> <tr> <td>INSURER B: Safety National Casualty Corporation</td> <td style="text-align: center;">15105</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Elliot Health System	C2753	INSURER B: Safety National Casualty Corporation	15105	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** W20736413 **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			SELF INSURED TRUST	09/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>MED EXP (Any one person)</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>PERSONAL & ADV INJURY</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td>GENERAL AGGREGATE*</td> <td style="text-align: right;">\$ 3,000,000</td> </tr> <tr> <td>PRODUCTS - COMP/OP AGG</td> <td style="text-align: right;">\$ 0</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 0	MED EXP (Any one person)	\$ 0	PERSONAL & ADV INJURY	\$ 0	GENERAL AGGREGATE*	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 0		\$
EACH OCCURRENCE	\$ 1,000,000																				
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	\$																				
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>COMBINED SINGLE LIMIT (Ea accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per person)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>BODILY INJURY (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>PROPERTY DAMAGE (Per accident)</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
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BODILY INJURY (Per accident)	\$																				
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	\$																				
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$						<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>EACH OCCURRENCE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>AGGREGATE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;">\$</td> </tr> </table>	EACH OCCURRENCE	\$	AGGREGATE	\$		\$								
EACH OCCURRENCE	\$																				
AGGREGATE	\$																				
	\$																				
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	AGC4063712	09/01/2020	09/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td style="text-align: right;">\$</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td style="text-align: right;">\$ 1,000,000</td> </tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000						
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT	\$ 1,000,000																				
E.L. DISEASE - EA EMPLOYEE	\$																				
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000																				
A	Physician Professional Claims Made			SELF INSURED TRUST	09/01/2020	07/01/2021	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Each Medical Incident</td> <td style="text-align: right;">\$1,000,000</td> </tr> <tr> <td>Aggregate</td> <td style="text-align: right;">\$3,000,000</td> </tr> </table>	Each Medical Incident	\$1,000,000	Aggregate	\$3,000,000										
Each Medical Incident	\$1,000,000																				
Aggregate	\$3,000,000																				

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

The Following is Insured as a VNA Home Health and Hospice Services Inc. Employed Medical Professional:

Dr. Gerald Gehr, Start Date: October 27, 2005

CERTIFICATE HOLDER State of NH Department of Health and Human Services 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Regency Home Health, LLC ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/13/2021

Date

DocuSigned by:

Lisa M. Morris

D938DBFB8CA54A0...

Name: Lisa M. Morris

Title: Director, Division of Public Health Svcs.

Regency Home Health, LLC

4/13/2021

Date

DocuSigned by:

Paula Gagne

2E85BA9DD6AF43D

Name: Paula Gagne

Title: Administrator

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

OFFICE OF THE ATTORNEY GENERAL

4/16/2021

Date

DocuSigned by:



D5CA9202E32C4AF

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

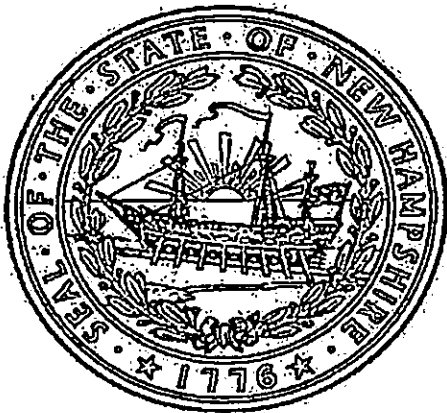
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that REGENCY HOME HEALTH, LLC is a New Hampshire Limited Liability Company registered to transact business in New Hampshire on May 06, 2002. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 410010

Certificate Number: 0005347627



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 13th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Stephanie Elsey, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Regency Home Health LLC
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 13, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Paula Cagne (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Regency Home Health LLC to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/13/21

Stephanie Elsey
Signature of Elected Officer
Name: Stephanie Elsey
Title: Administrator



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/09/2021

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Michele Palmer PHONE (A/C, No, Ext): (803) 889-3218 FAX (A/C, No): (803) 645-4331 E-MAIL ADDRESS: mpalmer@crossagency.com INSURER(S) AFFORDING COVERAGE NAIC # INSURER A: Massachusetts Bay Ins Co 22308 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Regency Home Health LLC 8025 South Willow Street Unit #208, Bldg 1 Manchester NH 03103	

COVERAGES **CERTIFICATE NUMBER:** 21-22 GL & H/N-O **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO. JECT <input type="checkbox"/> LOC OTHER:			ZDV988641307	02/14/2021	02/14/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ included Professional Liability \$ included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY			ZDV988641307	02/14/2021	02/14/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Refer to policy for exclusionary endorsements and special provisions.

CERTIFICATE HOLDER State of NH- Department of Health and Human Services 129 Pleasant Street Concord NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE AAI, CRIS
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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 7/02/2020

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

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

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME: Lorraine Michals, CIC. PHONE (A/C, No, Ext): 603-665-6028. FAX (A/C, No):. E-MAIL ADDRESS: lorraine.michals@usi.com. INSURER(S) AFFORDING COVERAGE: INSURER A: Technology Insurance Company, Inc. NAIC #: 42376.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes rows for Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) ** Workers Comp Information ** Proprietors/Partners/Executive Officers/Members Excluded: Paula Gagne

CERTIFICATE HOLDER: State of New Hampshire, Department of Health and Human Services, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and CornerStone VNA ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/28/2021

Date

DocuSigned by:
Elsa M. Morris
Name: Elsa M. Morris
Title: Director, Division of Public Health Svcs.

CornerStone VNA

4/15/2021

Date

DocuSigned by:
Julie Reynolds
Name: Julie Reynolds
Title: Julie Reynolds
President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

4/30/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

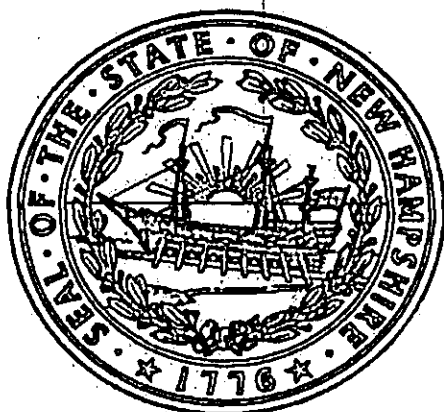
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that CORNERSTONE VNA is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 04, 1967. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 64220

Certificate Number: 0005358776



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 28th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Anne Brown, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of Cornerstone VNA
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 18th, 2021, at which a quorum of the Directors/shareholders were present and voting.
(Date)

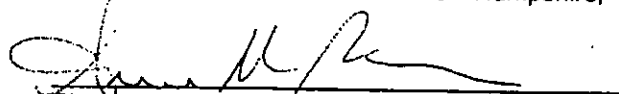
VOTED: That Julie Reynolds (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Cornerstone VNA to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 20 April 2021



Signature of Elected Officer

Name:

Title:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/18/2021

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

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

PRODUCER Cross Insurance-Portsmouth 75 Portsmouth Blvd. Suite 100 Portsmouth NH 03801	CONTACT NAME: Paula Martineau, AAJ, ACSR PHONE (AC No. Ext): (603) 812-2600 FAX (AC No.): (603) 670-1073 EMAIL ADDRESS: pmartineau@crossagency.com
INSURED Cornerstone VNA 178 Farmington Rd Rochester NH 03867	INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 20-21 Master Liab **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VHNUHG-0018731-00	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Employee Benefits-retro \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER:			VHNUHA-0018739-00	07/01/2020	07/01/2021	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			VHNUHX-0018742-00	07/01/2020	07/01/2021	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ PER STATUTE OTH-ER
A	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ Per Incident 1,000,000 Aggregate 3,000,000
A	Professional Liability - Claims Made Retroactive Date - 12/05/2003			VHNUHG-0018731-00	07/01/2020	07/01/2021	Per Incident 1,000,000 Aggregate 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 181, Additional Remarks Schedule, may be attached if more space is required)

Insurance afforded by the policies described herein is subject to all the terms, exclusions, warranties and conditions of such policies.

CERTIFICATE HOLDER

CANCELLATION

State of NH Dept of Health and Human Services
 128 Pleasant St
 Concord NH 03867

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

AUTHORIZED REPRESENTATIVE

Client#: 1021942

CORNEVNA1

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/05/2020

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Lorraine Michals, CIC	
	PHONE (A/C, No, Ext): 603-665-6028	FAX (A/C, No):
INSURED CornerStone VNA 178 Farmington Road Rochester, NH 03867	E-MAIL ADDRESS: lorraine.michals@usi.com	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Weaco Insurance Company	NAIC # 25011
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV #NJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPOP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WWC3423965	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER Department of Health and Human Services Bureau of Contracts & Procurement 129 Pleasant Street Concord, NH 03301-3857	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>See Key</i>
--	--

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Home Health and Hospice Care. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

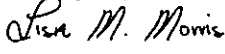
All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

5/5/2021


Date

DocuSigned by:

Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

Home Health and Hospice Care

5/5/2021

Date

DocuSigned by:

Name: John Getts
Title: President/CEO

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

OFFICE OF THE ATTORNEY GENERAL

5/6/2021

Date

DocuSigned by:



Name: Catherine Pinos.

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

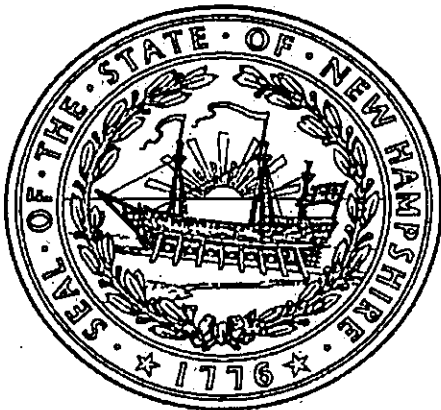
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that HOME HEALTH AND HOSPICE CARE is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on December 27, 1973. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65721

Certificate Number: 0005350839



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 16th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, **DEE PRINGLE**, hereby certify that:
(Name of the elected Officer of the Corporation/LLC; cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of **HOME HEALTH & HOSPICE CARE BOARD OF DIRECTORS**
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on **APRIL 6, 2021**, at which a quorum of the Directors/shareholders were present and voting.
(Date)

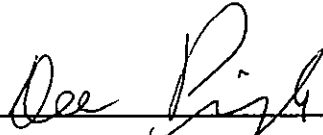
VOTED: That **JOHN GETTS, PRESIDENT/CEO** (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of **HOME HEALTH & HOSPICE CARE** to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: **APRIL 19, 2021**



Signature of Elected Officer
Name: **DEE PRINGLE**
Title: **SECRETARY OF BOD for HHC**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/23/2021

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL: kgutekunst@eatonberube.com ADDRESS: <table style="width: 100%; border: none;"> <tr> <td style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> <td style="text-align: center;">NAIC #</td> </tr> <tr> <td>INSURER A : Atlantic Charter Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B : National Union Fire Ins Co</td> <td></td> </tr> <tr> <td>INSURER C : Travelers Commercial Insurance Company</td> <td style="text-align: center;">36137</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Atlantic Charter Insurance Co.		INSURER B : National Union Fire Ins Co		INSURER C : Travelers Commercial Insurance Company	36137	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Atlantic Charter Insurance Co.															
INSURER B : National Union Fire Ins Co															
INSURER C : Travelers Commercial Insurance Company	36137														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Home Health & Hospice Care 7 Executive Park Drive Merrimack NH 03054	HOMHE2														

COVERAGES
CERTIFICATE NUMBER: 1624901645

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJ. <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:			VHNUHG000013501	1/1/2021	1/1/2022	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>MED EXP (Any one person)</td><td style="text-align: right;">\$ 50,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	MED EXP (Any one person)	\$ 50,000	PERSONAL & ADV INJURY	\$ 1,000,000	GENERAL AGGREGATE	\$ 3,000,000	PRODUCTS - COMP/OP AGG	\$ 3,000,000		\$
EACH OCCURRENCE	\$ 1,000,000																				
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000																				
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PRODUCTS - COMP/OP AGG	\$ 3,000,000																				
	\$																				
B	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VHNUHA000013701	1/1/2021	1/1/2022	<table style="width: 100%; border: none;"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td style="text-align: right;">\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td style="text-align: right;">\$</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000																				
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PROPERTY DAMAGE (Per accident)	\$																				
	\$																				
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 0			VHNUHX00013901	1/1/2021	1/1/2022	<table style="width: 100%; border: none;"> <tr><td>EACH OCCURRENCE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td>AGGREGATE</td><td style="text-align: right;">\$ 2,000,000</td></tr> <tr><td></td><td style="text-align: right;">\$</td></tr> </table>	EACH OCCURRENCE	\$ 2,000,000	AGGREGATE	\$ 2,000,000		\$								
EACH OCCURRENCE	\$ 2,000,000																				
AGGREGATE	\$ 2,000,000																				
	\$																				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N <input type="checkbox"/> N/A			WCA00526110	7/1/2020	7/1/2021	<table style="width: 100%; border: none;"> <tr> <td><input checked="" type="checkbox"/> PER STATUTE</td> <td><input type="checkbox"/> OTHER</td> <td></td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td></td><td style="text-align: right;">\$ 500,000</td></tr> </table>	<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER		E.L. EACH ACCIDENT		\$ 500,000	E.L. DISEASE - EA EMPLOYEE		\$ 500,000	E.L. DISEASE - POLICY LIMIT		\$ 500,000		
<input checked="" type="checkbox"/> PER STATUTE	<input type="checkbox"/> OTHER																				
E.L. EACH ACCIDENT		\$ 500,000																			
E.L. DISEASE - EA EMPLOYEE		\$ 500,000																			
E.L. DISEASE - POLICY LIMIT		\$ 500,000																			
B B C	Professional Liability D&O Crime			VHNUHG000013501 VHNUHM000013800 106436933	1/1/2021 1/1/2021 1/1/2019	1/1/2022 1/1/2022 1/1/2022	<table style="width: 100%; border: none;"> <tr><td>Claim</td><td style="text-align: right;">\$ 1,000,000</td></tr> <tr><td>Aggregate</td><td style="text-align: right;">\$ 3,000,000</td></tr> <tr><td>Crime Limit:</td><td style="text-align: right;">\$ 500,000</td></tr> </table>	Claim	\$ 1,000,000	Aggregate	\$ 3,000,000	Crime Limit:	\$ 500,000								
Claim	\$ 1,000,000																				
Aggregate	\$ 3,000,000																				
Crime Limit:	\$ 500,000																				

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

CERTIFICATE HOLDER**CANCELLATION**
 State of NH
 Department of Health and Human Services
 129 Pleasant Street
 Concord NH 03301-3857

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

AUTHORIZED REPRESENTATIVE

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**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and VNA at HCS, Inc. ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

4/18/2021

Date

DocuSigned by:
Lisa M. Morris

Name: LISA M. MORRIS
Title: Director, Division of Public Health Svcs.

VNA at HCS, Inc.

4/15/2021

Date

DocuSigned by:
Maura McQueeney

Name: MAURA MCQUEENEY
Title: CEO HCS

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

OFFICE OF THE ATTORNEY GENERAL

4/26/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

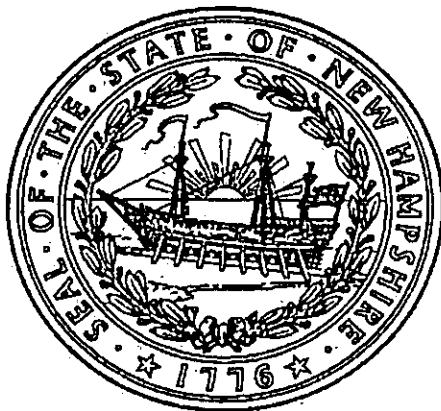
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VNA AT HCS, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 18, 1981. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 67798

Certificate Number: 0005279004



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 5th day of March A.D. 2021.

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

William M. Gardner
Secretary of State

Filing History

 [Back to Home \(/online\)](#)

Business Name

VNA AT HCS, INC.

Business ID

67798

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0004762951	01/13/2020	01/13/2020	Nonprofit Report	2020
0003186371	11/09/2015	11/09/2015	Annual Report	2015
0000562001	12/30/2010	12/30/2010	Annual Report	2010
0000562000	10/08/2010	10/08/2010	Reminder Letter	N/A
0000561999	02/02/2006	02/02/2006	Annual Report	2005
0000561998	08/05/2002	08/05/2002	Amendment	N/A
0000561997	07/25/2002	07/25/2002	Survivor	N/A
0000561996	03/24/2000	03/24/2000	Annual Report	2000
0000561995	02/24/1997	02/24/1997	Amendment	N/A
0000561994	01/31/1996	01/31/1996	Survivor	N/A
0000561993	02/17/1995	02/17/1995	Annual Report	1995
0000561992	05/21/1993	05/21/1993	Amendment	N/A
0000561991	05/21/1990	05/21/1990	Annual Report	1990
0000561990	12/11/1981	12/11/1981	Amendment	N/A
0000561989	11/18/1981	11/18/1981	Business Formation	N/A

Page 1 of 1, records 1 to 15 of 15

[Back](#)

NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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CERTIFICATE OF AUTHORITY

I, Julie Greenwood, hereby certify that:
(Name of the elected Officer of the Corporation/LLC: cannot be contract signatory)

1. I am a duly elected Clerk/Secretary/Officer of VNA of HCS Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on May 13, 2020, at which a quorum of the Directors/shareholders were present and voting.
(Date)

VOTED: That Maura McQueeney (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of VNA of HCS Inc. to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority **remains valid for thirty (30) days** from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 3/11/2021

Julie Greenwood
Signature of Elected Officer
Name: Julie Greenwood
Title: Board Chair

**HOME HEALTHCARE, HOSPICE & COMMUNITY SERVICES, INC.
BOARD OF DIRECTORS MINUTES**

COMMITTEE: Board of Directors

DATE: Wednesday, May 13, 2020

RECORDER: Katie Hart

NEXT MEETING: Thu., June 4, 2020 @ 8:30am

TOPIC	DISCUSSION	ACTION
Electronic Vote was submitted by Chairman	Julie Greenwood, Board Chair, presiding.	Electronic Vote
Corporate Resolution: <i>Maura McQueeney, CEO</i>	Board of Director, <i>David Stinson</i> made an electronic motion: <i>I move that Maura McQueeney, CEO is duly authorized to enter into contracts or agreements on behalf of the VNA at HCS with the State of New Hampshire and any of its agencies or departments and further is authorized to execute any documents which may in her judgement be desirable or necessary to effect the purpose of this vote.</i> The motion was seconded by <i>Susan Abert</i> .	<i>Electronic Votes Received:</i> <i>Susan Abert – yes</i> <i>Julie Greenwood – yes</i> <i>Eric Horne – yes</i> <i>Jane Larmon – yes</i> <i>Allen Mendelson – yes</i> <i>Mary Davis – yes</i> <i>Michael Chelstowski – yes</i> <i>Judy Sadoski – yes</i> <i>Maureen O'Brien – yes</i> <i>Dianne Bolton – yes</i> <i>David Stinson –</i> <i>David Therrien – yes</i> <i>Brian Reilly –</i> <i>Betsy Cotter – yes</i> <i>A majority vote – the motion passed.</i>



HOMEHEA-02

MCORMIER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/5/2021

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

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

PRODUCER Berkshire Insurance Group, Inc PO Box 4889 Pittsfield, MA 01202	CONTACT NAME: Maureen Cormier	
	PHONE (A/C, No, Ext): (866) 636-0244	FAX (A/C, No): (413) 447-1977
E-MAIL ADDRESS:		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Philadelphia Indemnity Insurance Company		18058
INSURER B : ATLANTIC CHARTER INSURANCE GROUP		
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED
 Home Healthcare Hospice & Community Services, Inc.
 312 Marlboro Street
 PO Box 564
 Keene, NH 03431

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:			PHPK2223207	1/4/2021	1/4/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			PHPK2223202	1/4/2021	1/4/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ AGGREGATE \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below. N/A			WCA00539809	7/1/2020	7/1/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Prof Liability			PHPK2223207	1/4/2021	1/4/2022	Per claim \$ 1,000,000
A	Prof Liability			PHPK2223207	1/4/2021	1/4/2022	Aggregate \$ 3,000,000

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

CERTIFICATE HOLDER **CANCELLATION**

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

**State of New Hampshire
Department of Health and Human Services
Amendment #2**

This Amendment to the Home Care Testing Program contract is by and between the State of New Hampshire, Department of Health and Human Services ("State" or "Department") and Visiting Nurse Home Care & Hospice of Carroll County ("the Contractor").

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract as amended and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, and Exhibit A, Revisions to Standard Contract Provisions, Paragraph 1.2, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, decrease the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:
September 30, 2021.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:
\$100,000.

All terms and conditions of the Contract and prior amendments not inconsistent with this Amendment remain in full force and effect. This Amendment shall be effective upon the Governor's approval, as issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

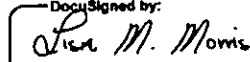
IN WITNESS WHEREOF, the parties have set their hands as of the date written below,

State of New Hampshire
Department of Health and Human Services

4/18/2021

Date

DocuSigned by:



Name: Lisa M. Morris

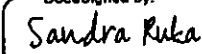
Title: Director, Division of Public Health Svcs.

Visiting Nurse Home Care & Hospice of Carroll County

4/15/2021

Date

DocuSigned by:



Name: Sandra Ruka

Title: Executive Director

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

OFFICE OF THE ATTORNEY GENERAL

4/19/2021

Date

DocuSigned by:



Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, 2020-23, 2020-24, 2020-25, 2021-01, 2021-02, 2021-04, and 2021-05, and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

State of New Hampshire

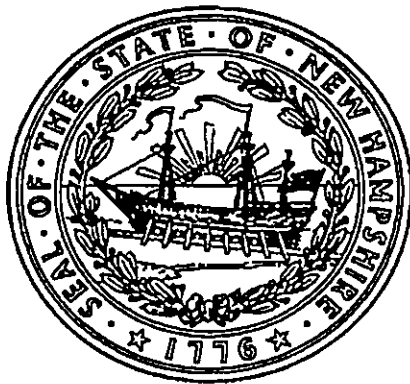
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 16, 1992. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 183187

Certificate Number: 0005350100



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 15th day of April A.D. 2021.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

CERTIFICATE OF AUTHORITY

I, Joan Lanoie, hereby certify that:

1. I am a duly elected Clerk/Secretary/Officer of Visiting Nurse Home Care and Hospice of Carroll County

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on Jan. 10, 2012, at which a quorum of the Directors/shareholders were present and voting.


VOTED: That Sandra Ruka, Executive Director (may list more than one person)

is duly authorized on behalf of Visiting Nurse Home Care and Hospice of Carroll County to enter into contracts or agreements with the

of New Hampshire and any of its agencies or departments and further is authorized to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, which may in his/her judgment be desirable or necessary to effect the purpose of this vote.

3. I hereby certify that said vote has not been amended or repealed and remains in full force and effect as of the date of the contract/contract amendment to which this certificate is attached. This authority remains valid for thirty (30) days from the date of this Certificate of Authority. I further certify that it is understood that the State of New Hampshire will rely on this certificate as evidence that the person(s) listed above currently occupy the position(s) indicated and that they have full authority to bind the corporation. To the extent that there are any limits on the authority of any listed individual to bind the corporation in contracts with the State of New Hampshire, all such limitations are expressly stated herein.

Dated: 4/15/31



Signature of Elected Officer
Name: Joan Lanoie
Title: President

Client#: 1038472

VISITNUR26

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2020

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Lorraine Michals PHONE (A/C, No., Ext): 603-665-6028 FAX (A/C, No.): E-MAIL ADDRESS: lorraine.michals@usil.com																				
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A:</td> <td>Philadelphia Indemnity Insurance Co.</td> <td>18058</td> </tr> <tr> <td>INSURER B:</td> <td>Technology Insurance Company, Inc.</td> <td>42376</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Indemnity Insurance Co.	18058	INSURER B:	Technology Insurance Company, Inc.	42376	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
INSURER(S) AFFORDING COVERAGE		NAIC #																			
INSURER A:	Philadelphia Indemnity Insurance Co.	18058																			
INSURER B:	Technology Insurance Company, Inc.	42376																			
INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Visiting Nurse Home Care & Hospice Carroll County PO Box 432 North Conway, NH 03860																					

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			PHPK2219727	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMPROP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$10000			PHUB705807	01/01/2021	01/01/2022	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input checked="" type="checkbox"/> N (Mandatory in NH) if yes, describe under DESCRIPTION OF OPERATIONS below			TWC3890200	07/01/2020	07/01/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
A	Professional Liab Crime			PHSD1596903	01/01/2021	01/01/2022	\$1M Occurr\$3M Aggregate \$50,000 Per Occurrence

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedules, may be attached if more space is required)
This certificate covers all operations usual and customary to the insureds business as a home and hospice care service.

CERTIFICATE HOLDER DHHS 129 Pleasant St. Concord, NH 03301	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>See Note</i>
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STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shilbette
Commissioner

Lisa M. Morris
Director

29 HAZEN DRIVE, CONCORD, NH 03301
603-271-4501 1-800-852-3345 Ext. 4501
Fax: 603-271-4827 TDD Access: 1-800-735-2964
www.dhhs.nh.gov

December 15, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20, 2020-21, and 2020-23, Governor Sununu has authorized the Department of Health and Human Services, Division of Public Health Services, to enter into **Retroactive, Sole Source** amendments to existing contracts with the Contractors listed below in bold for visiting nurse agencies to conduct COVID-19 community testing using BinaxNOW COVID-19 Antigen Test supplies provided by the Department, with no change to the price limitation of \$500,000 and no change to the contract completion dates of April 30, 2021, effective retroactive to October 30, 2020. 100% General Funds.

The original contracts were approved by the Governor June 15, 2020, and subsequently presented to the Executive Council on July 15, 2020 (Informational Item # C).

Vendor Name	Vendor Code	Area Served
Concord Regional Visiting Nurse Association, Inc.	174069	Merrimack, parts of Hillsborough, and Belknap County
Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA and Hospice	174248	Merrimack, Grafton, and Sullivan County
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Northern Grafton County
Pemi-Baker Community Health	TBD	Grafton and Belknap County
Nurses P.R.N., Inc.	TBD	Hillsborough County
VNA Home Health and Hospice Services, Inc.	154134	Hillsborough, Rockingham, and Merrimack County
Central New Hampshire VNA & Hospice	177244	Belknap, Carroll, Merrimack, Grafton, and Strafford County
Regency Home Health, LLC	TBD	Hillsborough County
Cornerstone VNA	230881	Strafford, Carroll, Rockingham, and Belknap County

Rockingham Visiting Nurse Association and Hospice	TBD	Rockingham and Strafford County
Home Health and Hospice Care	TBD	Hillsborough and Rockingham County
VNA at HCS, Inc.	177274	Cheshire, Hillsborough and Sullivan County
Visiting Nurse, Home Care & Hospice of Carroll County	177274	Belknap, Carroll, Merrimack, Grafton and Strafford County
Home Health VNA of Haverhill d/b/a Home Health VNA of NH	TBD	Hillsborough, Rockingham and Strafford County
*The Contractors in bold in this table are subject to change and contingent upon each Contractor returning a signed amendment. Any modifications to the Contractors in bold will be reflected in the informational item to be presented to the Executive Council.		

Funds are available in the following account for State Fiscal Year 2021, with the authority to adjust budget line items within the price limitation through the Budget Office, if needed and justified.

**05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS
 DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF
 BUSINESS OPERATIONS**

State Fiscal Year	Class / Account	Class Title	Job Number	Current Budget	Increased (Decreased) Amount	Revised Budget
2020	103-502664	Contracts for Oper Svc	95010999	\$500,000	\$0	\$500,000
2021	103-502664	Contracts for Oper Svc	95010999	\$0	\$0	\$0
			Total	\$500,000	\$0	\$500,000

EXPLANATION

These amendments are **Retroactive** because more time was needed to negotiate and finalize the scope of the work prior to the Contractors accepting the terms of the agreement. These amendments are **Sole Source** because the contracts were originally approved as sole source and MOP 150 requires any subsequent amendments to be labeled as sole source. These contracts were originally approved as sole source because the Department, in the interest of the public's health and safety, identified visiting nurse agencies with catchment areas throughout New Hampshire and capacity to immediately begin conducting community COVID-19 testing and testing-related activities. The Contractors are uniquely qualified to provide COVID-19 testing to individuals who are unable to access established or mobile testing sites.

The purpose of these amendments is to modify the scope of services of the existing contracts to include the use of BinaxNOW COVID-19 Antigen Test supplies. The Contractors will be supplied with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the

Contractors via allotted distribution from the Department, contingent upon the availability of supplies. The Contractors will use BinaxNOW COVID-19 Antigen Test supplies to test patients who have COVID-19 symptoms, with symptom onset within the last seven (7) days and individuals that do not have symptoms of COVID-19, at the direction of the Department.

The exact number of residents of the State of New Hampshire served from October 30, 2020, to April 30, 2021, will depend on the trajectory of the COVID-19 pandemic.

The Department will monitor contracted services by requiring the Contractor to report positive and negative test results to the Department.

Area served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,



Lori A. Shibanette
Commissioner





**New Hampshire Department of Health and Human Services
Home Care Testing Program**

**State of New Hampshire
Department of Health and Human Services
Amendment #1 to the Home Care Testing Program**

This 1st Amendment to the Home Care Testing Program contract (hereinafter referred to as "Amendment #1") is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Concord Regional Visiting Nurse Association, Inc., (hereinafter referred to as "the Contractor"), a nonprofit with a place of business at 30 Pillsbury Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, as presented to the Executive Council as an Informational Item on July 15, 2020, (Item # C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and in consideration of certain sums specified; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 17, the Contract may be amended upon written agreement of the parties and appropriate State approval; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, or modify the scope of services to support continued delivery of these services; and

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

1. Add Exhibit B-1 Additional Scope of Services, which is attached hereto and incorporated by reference herein.



New Hampshire Department of Health and Human Services
Home Care Testing Program

All terms and conditions of the Contract not inconsistent with this Amendment #1 remain in full force and effect. This amendment shall be effective retroactively to October 30, 2020, subject to the Governor's approval issued under the Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20 and any subsequent extensions.

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

State of New Hampshire
Department of Health and Human Services

11/5/2020
Date

DocuSigned by:
Lisa M. Morris
Name: Lisa M. Morris
Title: Director, Division of Public Health Svcs.

Concord Regional Visiting Nurse Association, Inc.

11/4/2020
Date

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



**New Hampshire Department of Health and Human Services
Home Care Testing Program**

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

OFFICE OF THE ATTORNEY GENERAL

11/10/2020

Date

DocuSigned by:

D5CA9202E32C4AE...

Name: Catherine Pinos

Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor approval issued under the Executive Order 2020-04 as extended by Executive Orders 2020-05, 2020-08, 2020-09, 2020-10, 2020-14, 2020-15, 2020-16, 2020-17, 2020-18, 2020-20 and any subsequent extensions.

OFFICE OF THE SECRETARY OF STATE

Date

Name:

Title:

New Hampshire Department of Health and Human Services
Home Care Testing Program



Exhibit B-1

Additional Scope of Services

1. BinaxNOW COVID-19 Antigen Testing and Supplies

- 1.1. Section 2 and Sections 5 through 6 of Exhibit B – Scopes of Services are also applicable to this Exhibit B-1.
- 1.2. The BinaxNOW COVID-19 Antigen Test is now authorized for Point of Care (POC) use in patient care settings operating under a Clinical Laboratory Improvement Amendment of 1988 Certificate of Waiver, Certificate of Compliance, or Certificate of Accreditation.
- 1.3. The BinaxNOW COVID-19 Antigen Test supplies are authorized for use under an Emergency Use Authorization by the U.S. Food and Drug Administration and consist of a lateral flow immunoassay for the qualitative detection of nucleocapsid protein antigen from the SARS-CoV-2 virus in direct nasal swabs from individuals suspected of COVID-19 by their healthcare provider within the first seven (7) days of symptom onset.
- 1.4. The Department will supply the Contractor with the BinaxNOW Rapid-Antigen COVID-19 Testing supplies at no cost to the Contractor via allotted distribution from the Department contingent upon the availability of supplies.
- 1.5. The Contractor shall adhere to proper use procedures and indications for BinaxNOW COVID-19 Antigen Test supplies as issued by the manufacturer (Abbott Laboratories), the U.S. Food and Drug Administration, and the Department, including applicable Health Advisory Network (HAN) messages.
- 1.6. The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for active patients of the Contractor who:
 - 1.6.1. Have COVID-19 symptoms, with symptom onset within the last seven (7) days; or
 - 1.6.2. Do not have symptoms of COVID-19, at the direction of the Department.
- 1.7. The Contractor shall notify its established active patients who have symptoms of COVID-19 that it has the ability to perform COVID-19 testing, including rapid antigen testing.
- 1.8. The Contractor shall notify the Regional Public Health Network(s) within the Contractor's catchment area(s) that it can perform COVID-19 testing for active patients of the Contractor.
- 1.9. The Contractor shall report all positive test results and case details to the Department within twenty-four (24) hours of result determination using the COVID-19 Case Report form provided by the Department, which is available at the following link: <https://www.dhhs.nh.gov/dphs/cdcs/covid19/covid19-reporting-form.pdf>.

Initials os
BJS
Date 11/4/2020



**New Hampshire Department of Health and Human Services
Home Care Testing Program**

Exhibit B-1

-
- 1.10. The Contractor shall report positive and negative test results to the Department using a secure web-based reporting process described in Health Alert Network Message #22 available at: <https://www.dhhs.nh.gov/dphs/cdcs/alerts/documents/covid-19-update22.pdf>
 - 1.11. The Contractor is prohibited from charging a patient, a patient's guardian, a patient's insurance, or New Hampshire Medicaid for a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
 - 1.12. The Contractor may charge a specimen collection fee, including, but not limited to, Healthcare Common Procedural Coding System (HCPCS) code G2023, as well as normal billing for office or home visits by the Contractor, to the patient, the patient's guardian, the patient's insurance, or New Hampshire Medicaid for the evaluation and management of the patient that leads to a COVID-19 test conducted using BinaxNOW COVID-19 Antigen Test supplies provided by the Department.
 - 1.13. The Contractor shall not refuse services or testing for any patient with any symptom(s) of COVID-19 using BinaxNOW COVID-19 Antigen Test supplies provided by the Department for any reason other than lack of available resources.

Initials BJS
Date 11/4/2020



Lori A. Shabinette
Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
OFFICE OF THE COMMISSIONER

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9200 1-800-852-3345 Ext. 9200
Fax: 603-271-4912 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

June 18, 2020

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

INFORMATIONAL ITEM

Pursuant to RSA 4:45, RSA 21-P:43, and Section 4 of Executive Order 2020-04, as extended by Executive Orders 2020-05, 2020-08, 2020-09, and 2020-10, Governor Sununu has authorized the Department of Health and Human Services, Office of the Commissioner, to enter into **Retroactive, Sole Source** contracts with the vendors listed below with a shared price limitation not to exceed \$500,000 for visiting nursing agencies to provide COVID-19 testing for individuals who are unable to access established or mobile testing sites, with the option to renew for up to one (1) additional year, effective retroactive to May 1, 2020, through April 30, 2021. 100% General Funds.

Vendor Name	Vendor Code	Area Served
Concord Regional Visiting Nurse Association, Inc.	174069	Merrimack, parts of Hillsborough, and Belknap County
Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA and Hospice	TBD	Merrimack, Grafton, and Sullivan County
North Country Home Health & Hospice Agency, Inc.	154643	Coos and Northern Grafton County
Pemi-Baker Community Health	TBD	Grafton and Belknap County
Nurses P.R.N., Inc.	TBD	Hillsborough County
VNA Home Health and Hospice Services, Inc.	TBD	Hillsborough, Rockingham, and Merrimack County
Central New Hampshire VNA & Hospice	177244	Belknap, Carroll, Merrimack, Grafton, and Strafford County
Regency Home Health, LLC	TBD	Hillsborough County
Cornerstone VNA	230881	Strafford, Carroll, Rockingham, and Belknap County
Rockingham Visiting Nurse Association and Hospice	TBD	Rockingham and Strafford County
Home Health and Hospice Care	TBD	Hillsborough and Rockingham County
VNA at HCS, Inc.	177274	Cheshire, Hillsborough and Sullivan County

Visiting Nurse, Home Care & Hospice of Carroll County	177274	Belknap, Carroll, Merrimack, Grafton and Strafford County
Home Health VNA of Haverhill d/b/a Home Health VNA of NH	TBD	Hillsborough, Rockingham and Strafford County

Funds are available in the following account for State Fiscal Years 2020 and 2021, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

05-95-95-950010-56760000 HEALTH AND SOCIAL SERVICES, HEALTH AND HUMAN SVCS DEPT OF, HHS: COMMISSIONER'S OFFICE, OFFICE OF THE COMMISSIONER, OFFICE OF BUSINESS OPERATIONS

State Fiscal Year	Class / Account	Class Title	Job Number	Total Amount
2020	103-502664	Contracts for Oper Svc	95010999	\$500,000
2021	103-502664	Contracts for Oper Svc	95010999	\$0
			Total	\$500,000

EXPLANATION

This item is **Retroactive** and **Sole Source** because the Department, in the interest of the public's health and safety, identified vendors with capacity to quickly respond to the COVID-19 pandemic. The Contractors are visiting nurse agencies with service areas throughout New Hampshire and therefore are uniquely qualified to provide testing to individuals who are unable to access an established or mobile testing site and require a visiting nursing agency to administer COVID-19 testing in their homes. The Contractors began providing in-home testing during the first week of May to individuals experiencing signs or symptoms of COVID-19 who were unable to access an established or mobile testing site. The Department is ensuring that the appropriate personal protective equipment is provided to each Contractor or is replenished if a Contractor uses its own personal protective equipment.

The exact number of residents of the State of New Hampshire served from May 1, 2020, to June 30, 2020, will depend on the trajectory of the COVID-19 pandemic.

The Department is submitting requests to the Contractors to provide COVID-19 testing to individuals in their pre-existing service areas. The Contractors have forty-eight (48) hours from the time of the Department's request to collect the specimens. The Contractors must obtain a signed informed consent form from each eligible individual. Completed tests are then stored and sent for laboratory testing. The Contractors must communicate to the Department if there are shortages of staffing, testing kits, and/or personal protective equipment. The Contractors may use their own materials, which the Department will replace, or order materials from the Department to execute these services.

The Department is monitoring contracted services to ensure:

- Specimen collection is completed within forty-eight (48) hours of receiving a request from the Department.
- Daily oral or written reports are submitted by the Contractors to the Department to confirm the number of specimen collections completed during the previous twenty-four (24) hour period.

His Excellency, Governor Christopher T. Sununu
and the Honorable Council
Page 3 of 3

As referenced in Exhibit A of the attached contracts, the parties have the option to extend the agreements for up to one (1) additional year, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and appropriate State approval.

Areas served: Statewide

Source of Funds: 100% General Funds

Respectfully submitted,


for Lori A. Shibinette
Commissioner



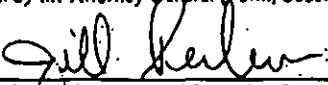
Subject: Home Care Testing Program (SS-2020-OCOM-16-HOMEC-01)

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

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

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857.	
1.3 Contractor Name Concord Regional Visiting Nurse Association, Inc.		1.4 Contractor Address 30 Pillsbury Street Concord, NH 03301	
1.5 Contractor Phone Number (603) 230-5661	1.6 Account Number 010-095-5676-103-502664 95010999	1.7 Completion Date April 30, 2021	1.8 Price Limitation \$500,000
1.9 Contracting Officer for State Agency Nathan D. White, Director		1.10 State Agency Telephone Number (603)-271-9631	
1.11 Contractor Signature  Date: 5/1/20		1.12 Name and Title of Contractor Signatory Beth J. Stepien President/CEO	
1.13 State Agency Signature  Date: 5/4/20		1.14 Name and Title of State Agency Signatory Ann Landley Assoc. Comm	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 5/15/2020			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

Contractor Initials 
 Date 5/1/20

2. 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 B which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("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 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 for Services provided in EXHIBIT B, in whole or in part. 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 reduce or terminate the Services under this Agreement immediately upon giving the Contractor notice of such reduction or termination. The State shall not be required to transfer funds from any other account or source 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 C 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 applicable 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 employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations, and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property 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 The Contractor 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 *[Signature]*
Date 5/1/20

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 cured, 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 give the Contractor a written notice specifying the Event of Default and 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 give the Contractor a written notice specifying the Event of Default, treat the Agreement as breached, terminate the Agreement and pursue any of its remedies at law or in equity, or both.

8.3. 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.

9. TERMINATION.

9.1 Notwithstanding paragraph 8, the State may, at its sole discretion, terminate the Agreement for any reason, in whole or in part, by thirty (30) days written notice to the Contractor that the State is exercising its option to terminate the Agreement.

9.2 In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall, at the State's discretion, 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, 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 B. In addition, at the State's discretion, 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.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

10.1 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.

10.2 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.

10.3 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.

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.

12.1 The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice, which shall be provided to the State at least fifteen (15) days prior to the assignment, and a written consent of the State. For purposes of this paragraph, a Change of Control shall constitute assignment. "Change of Control" means (a) merger, consolidation, or a transaction or series of related transactions in which a third party, together with its affiliates, becomes the direct or indirect owner of fifty percent (50%) or more of the voting shares or similar equity interests, or combined voting power of the Contractor, or (b) the sale of all or substantially all of the assets of the Contractor.

12.2 None of the Services shall be subcontracted by the Contractor without prior written notice and consent of the State. The State is entitled to copies of all subcontracts and assignment agreements and shall not be bound by any provisions contained in a subcontract or an assignment agreement to which it is not a party.

13. INDEMNIFICATION. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, its officers and employees, from and against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement, or other claims asserted against the State, its officers or employees, which arise out of (or which may be claimed to arise out of) the acts or omission of the

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. 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 continuously maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 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 ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

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. The 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. 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.

17. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no such approval is required under the circumstances pursuant to State law, rule or policy.

18. CHOICE OF LAW AND FORUM. This Agreement shall be governed, interpreted and 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. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

19. CONFLICTING TERMS. In the event of a conflict between the terms of this P-37 form (as modified in EXHIBIT A) and/or attachments and amendment thereof, the terms of the P-37 (as modified in EXHIBIT A) shall control.

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 or modifying provisions set forth in the attached EXHIBIT A 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 with respect to the subject matter hereof.



EXHIBIT A

REVISIONS TO STANDARD CONTRACT PROVISIONS

1. Revisions to Form P-37, General Provisions

1.1. Paragraph 3, Subparagraph 3.1, Effective Date/Completion of Services, is amended as follows:

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 as indicated in block 1.17, this Agreement, and all obligations of the parties hereunder, shall become effective on May 1, 2020 ("Effective Date").

1.2. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:

3.3 The parties may extend the Agreement for up to one (1) additional year from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

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EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide qualified staff who will deliver services in this agreement to individuals in the State who need testing but are unable to access established fixed or mobile testing sites, as determined by the Department. Qualified staff includes:
 - 1.1.1. Advance Practice Registered Nurses (APRNs).
 - 1.1.2. Registered Nurses (RNs).
 - 1.1.3. Licensed Practical Nurses (LPNs).
 - 1.1.4. Physical Therapists who have received appropriate training and are competent with the required skills.
- 1.2. The Contractor shall ensure services are available in its pre-existing service area.
- 1.3. The Contractor shall, to the extent possible, perform back-up services outside of its pre-existing service area in the event that other contractors in those service areas are unavailable.
- 1.4. The Contractor shall collect all specimens within forty-eight (48) hours of receiving a request from the Department.
- 1.5. The Contractor shall immediately notify the Department if specimen collection cannot occur within the timeframe outlined in Subsection 1.4, due to conditions beyond its control, which may include, but are not limited to:
 - 1.5.1. Staffing shortage.
 - 1.5.2. Shortage of testing kits.
 - 1.5.3. Shortage of personal protective equipment (PPE).
- 1.6. The Contractor shall ensure that staff receive appropriate training, as determined by the Department, prior to providing services under this contract.
- 1.7. The Department will provide training materials for Contractor staff on how to perform the required testing services prior to the performance of services. Training materials include, but may not be limited to:
 - 1.7.1. Video recordings;
 - 1.7.2. A recorded Zoom meeting of a "train-the-trainer" training session; and
 - 1.7.3. Pictograms.
- 1.8. The Contractor shall conduct specimen processing services related to the collection of nasopharyngeal or oropharyngeal specimen for the analysis of

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EXHIBIT B

severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), which is the virus that causes coronavirus disease (COVID-19). The Contractor shall:

- 1.8.1. Ensure its Standard Operating Procedures (SOPs) for nasopharyngeal or oropharyngeal specimen collection services are available to the Department, upon request if available.
- 1.8.2. Ensure staff utilize testing materials provided by the Department, in the first instance, or by the Contractor to process specimens collected from individuals identified by the Department as eligible for testing in order to eliminate the likelihood of contamination from non-conforming materials. The Contractor shall use Department approved materials that include:
 - 1.8.2.1. Test kits containing viral transport medium with included swabs, specimen label, and biohazard bag; and
 - 1.8.2.2. Cold-storage containers, if indicated by lab protocols.
- 1.9. If the Contractor uses its own materials for testing purposes, the Department shall replace such testing materials at its earliest ability after receiving a completed request form.
- 1.10. To request test kits, the Contractor shall submit a request through NH DPHS Lab Online portal, by emailing phlclinicalkitorders@dhhs.nh.gov, or by calling (603) 271-4605 and indicating the number of test kits needed.
- 1.11. Test kits ordered may be picked up by the Contractor at locations specified by the Department, or may be shipped directly to the Contractor via a commercial carrier such as the USPS, UPS or Federal Express.
- 1.12. The Contractor shall ensure that staff conducting testing on approved individuals wear appropriate personal protective equipment (PPE), based upon current Centers for Disease Control (CDC) recommendations, as provided by the Department, in the first instance, or by the Contractor. CDC recommended PPE may include, but is not be limited to:
 - 1.12.1. Masks;
 - 1.12.2. Gowns;
 - 1.12.3. Gloves; and
 - 1.12.4. Eye protection.
- 1.13. If the Contractor uses its own PPE for testing purposes, the Department shall replace such PPE at its earliest ability. The Contractor shall:
 - 1.13.1. Complete and submit Exhibit E, PPE Request Form for COVID-19 to the Department.
 - 1.13.2. Ensure the form is labeled 'State Home Health Testing Program.'

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EXHIBIT B

1.14. Requested PPE will be shipped from the State's central warehouse in Concord to distribution centers, as identified by the Department, located throughout the State where the PPE will be available for pick-up by the Contractor.

1.14.1. For remote locations, requested PPE may be delivered by members of the New Hampshire National Guard, upon their availability.

1.15. To initiate the specimen collection process, the Department shall provide the Contractor with a Department-issued laboratory requisition, or a physician issued order.

1.16. Pursuant to such requisition or order identified in section 1.13, the Contractor shall conduct nasopharyngeal or oropharyngeal specimen collection services on individuals identified by the Department as eligible for testing. The Contractor shall:

1.16.1. Utilize Exhibit F, Informed Consent Form.

1.16.2. Collect completed informed consent forms from each eligible individual.

1.16.3. Collect one (1) nasopharyngeal or oropharyngeal specimen from each eligible individual.

1.16.4. Store tubes of specimens collected as indicated by specified lab protocols.

1.17. The Contractor shall store, package and transport specimens to area hospitals or area labs with which the Contractor has a pre-existing relationship if these providers have the ability to perform required lab services, or to the NH Public Health Laboratory. The Contractor shall:

1.17.1. Store and package each specimen collected as indicated by specified lab protocols and transport or ship the specimens on a daily basis.

1.17.2. Ensure all specimens are maintained as required by specified lab protocols during transport or shipping.

1.17.3. Ensure all laboratory requisitions, physician orders and informed consent forms collected accompany the specimens being transported or shipped.

1.17.4. Maintain copies of requisitions, orders, and consent forms for its own records.

2. Exhibits Incorporated

2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA), of 1996, and in SS-2020-OCOM-18-HOMEC-01

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EXHIBIT B

accordance with the attached Exhibit D, Business Associate Agreement, which has been executed by the parties.

2.2. The Contractor shall comply with all Exhibits C through F, which are attached hereto and incorporated herein by reference.

3. Reporting Requirements

3.1. The Contractor shall submit daily, oral or written (as may be requested by the Department), reports to the Department's Emergency Services Unit confirming which Department requested specimen collections were completed during the previous twenty-four (24) hour period. The report shall include information that includes, but is not limited to the:

3.1.1. Name and date of birth of each individual who received testing services.

3.1.2. Date that testing services described in Section 1, Scope of Services, were provided to individuals identified in Subsection 1.1.

3.1.3. Whether the sample collected from the individual was a nasopharyngeal or oropharyngeal specimen.

3.1.4. Name of the staff member who collected the specimen(s).

3.1.5. Name of the staff member packaging the specimen(s) for transport or shipment.

4. Performance Measures

4.1. The Department will monitor Contractor performance through the daily reports submitted by the Contractor, as requested and specified by the Department in Subsection 3.1.

4.2. The Contractor shall actively and regularly collaborate with the Department to enhance contract management, improve results, and adjust program delivery and policy based on successful outcomes.

5. Additional Terms

5.1. Impacts Resulting from Court Orders or Legislative Changes

5.1.1. The Contractor agrees that, to the extent future state or federal legislation or court orders may have an impact on the Services described herein, the State has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.

5.2. Culturally and Linguistically Appropriate Services (CLAS)

5.2.1. The Contractor shall comply with all language assistance services provided to persons with limited English proficiency and/or hearing impairment to ensure meaningful access to their programs and/or

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EXHIBIT B

services, as required by state and federal law.

6. Records

- 6.1. The Contractor shall keep records that include, but are not limited to:
 - 6.1.1. Books, records, documents and other electronic or physical 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.
 - 6.1.2. All records must 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.
 - 6.1.3. 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. 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.

[Signature]
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EXHIBIT C

Payment Terms

1. This agreement is one of multiple agreements that will serve the COVID-19 Testing 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.
2. For homebound Medicare clients with whom the Contractor has an existing relationship, Contractor shall bill Medicare for all reimbursable services rendered.
3. For all others the Contractor shall be reimbursed for services at a rate of \$150 for each sample successfully collected and delivered to the appropriate lab for testing.
4. The Contractor shall submit an invoice in a form satisfactory to the State every two (2) weeks, which identifies the name of the individual from whom the sample was drawn and the date the sample is submitted.
5. The Contractor shall ensure the invoice is completed, dated and returned to the Department in order to initiate payment.
6. In lieu of hard copies, all invoices may be assigned an electronic signature and emailed to beth.kelly@dhhs.nh.gov, or invoices may be mailed to:

Financial Manager
Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301
7. The State shall make payment to the Contractor within thirty (30) days of receipt of each invoice, subsequent to approval of the submitted invoice and if sufficient funds are available, subject to Paragraph 4 of the General Provisions Form Number P-37 of this Agreement.
8. The final invoice shall be due to the State no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
9. The Contractor must provide the services in Exhibit B, Scope of Services, in compliance with funding requirements.
10. The Contractor agrees that funding under this Agreement may be withheld, in whole or in part in the event of non-compliance with the terms and conditions of Exhibit B, Scope of Services.
11. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this agreement may be withheld, in whole or in part, in the event of non-compliance with any Federal or State law, rule or regulation applicable to

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New Hampshire Department of Health and Human Services
Home Care Testing Program



EXHIBIT C

the services provided, or if the said services or products have not been satisfactorily completed in accordance with the terms and conditions of this agreement.

12. Notwithstanding Paragraph 18 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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Exhibit D

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 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 D

- 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



Exhibit D

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



Exhibit D

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

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Exhibit D

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 D. 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 D, 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 D

- e. **Severability.** If any term or condition of this Exhibit D 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 D are declared severable.
- f. **Survival.** Provisions in this Exhibit D 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 D.

Department of Health and Human Services
 The State
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date

Concord Regional VNA
 Name of the Contractor
 Signature of Authorized Representative
 Name of Authorized Representative
 Title of Authorized Representative
 Date



EXHIBIT E
PPE Request Form for COVID-19

Name: _____
Facility: _____
Facility Address: _____
Email: _____
Phone Number: _____
Date: _____

Inventory Levels and Request:

	N95 Masks	Surgical Masks	Face Shields	Goggles	Gowns	Gloves	Other
Current Inventory							
Daily Burn Rate							
Requested Amount							

Send completed request form to ESU@dhhs.nh.gov

-For Official Use Only Do Not Write Below This Line-

Email	WebEOC Tracking #	EICS Tracking #



I _____, authorize the Metropolitan Medical Reserve System/New Hampshire National Guard/Home Health entity, or [Name of Authorized Entity] _____

_____ to administer and the New Hampshire National Guard/New Hampshire Department of Health and Human Services, Public Health Laboratory/Quest Diagnostics/Lab Corps/Dartmouth Hitchcock, or [Name of Authorized Processing Entity] _____ to process a nasopharyngeal or oropharyngeal swab for a COVID-19 Test, as ordered by a medical doctor, the state epidemiologist, or authorized health care provider, _____ [Name of ordering individual]. I further understand, agree, certify, and authorize the following:

1. I am a resident of the state of New Hampshire, or I am the parent or legal guardian (if the undersigned is a minor or dependent) of the patient named above;
2. I understand that this testing is voluntary and that I have the right to refuse this test.
3. I have a valid prescription for this testing or a laboratory order from a licensed New Hampshire physician, the state of New Hampshire epidemiologist, or an authorized healthcare provider.
4. I understand that the sample I provide might produce a false positive or negative.
5. I understand that I have a right to view my test result and a right to discuss my results and any treatment, precautions, and quarantine if so necessary, required for my health and safety and the safety of my family and the community, with my healthcare provider.
6. I understand that a positive test result is required by RSA 141-C:7 and RSA 141-C:8 to be shared with the New Hampshire Department of Health and Human Services, Division of Public Health.
7. I authorize the test results to be shared with the Authorized Processing Entity processing the sample, the New Hampshire Department of Health and Human Services, Department of Public Health Services, and the healthcare provider ordering the test named above.
8. I further authorize and understand that my test result may be shared with my manager at _____ [Name of Employer] and, any positive test will be shared in accordance with RSA 141-C:10 and He-P 301.08.
9. I understand that the results of my test will otherwise remain confidential as allowed under state and federal law.
10. I have read, agree to, and understand this Consent Form. I authorize disclosure of my medical information as described above. Further, I agree to hold harmless the State of New Hampshire; New Hampshire National Guard; Department of Health and Human Services, Public Health Laboratory; the Metropolitan Medical Response System; Home Health entity; and any other entity administering this test, including its employees, agents and contractors from any and all liability claims.

Date _____ Signed _____
Individual/Undersigned/Legal Guardian*

* Required authorizing guardianship paperwork must be attached to this Consent.

Witness _____

Undersigned's Name (printed) _____