



Lori A. Shibinette Commissioner

Lisa M. Morris Director

#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

29 HAZEN DRIVE, CONCORD, NH 03301 603-271-4501 I-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 <sup>·</sup> 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

His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

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	22 103-502664 Contra Ope		95010999	\$0	\$0	\$0
			Total	\$500,000	(\$400,000)	\$100,000

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

#### 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 preexisting 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 twentyfour (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,

Shibinette ommissioner

#### 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").

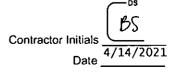
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor 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:

- Form P-37, General Provisions, Block 1.3, Contractor Name, to read: Granite VNA, Inc.
- Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2021.
- 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: Ten M. Morris

Name: Title: Director, Division of Public Health Srvcs.

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Granite VNA, Inc.

---- DocuSigned by:

4/14/2021

Date

Bulli Slepian Name: Title: President/CEO

SS-2020-OCOM-16-HOMEC-01-A02 A-GA-1.0 Granite VNA, Inc. Page 2 of 3 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

	isigned by:	
	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.

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: <u>4/13/2(</u>

Name: Mark Edelstein Title: Secretary

#### ACORD. **CERTIFICATE OF LIABILITY INSURANCE**

	DATE (MM/DD/YYYY)
	4/01/2021
CERTIFICATE H	IOLDER. THIS
FORDED BY TH	E POLICIES
INSURER(S), AL	JTHORIZED

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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								
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	is certificate does not confer any righ	its to the	e certificate holder in lieu o	DT SUCH endorseme	int(s).			
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INSU				INSURER B : Wesco				25011
	Concord Regional Visiting	Nurse		INSURER C :		<u> </u>		
	Association			INSURER D :				
	30 Pillsbury Street			INSURER E :				
	Concord, NH 03301-797			INSURER F :				
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	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY		
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	Liability					\$3,000,000 Agg		
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC Evidence of Insurance.	LES (ACO	L 101, Additional Remarks Sched	ule, may be attached if n	lore space is requ	lired)		
				CANCELLATION				
	State of New Hampshire Department of Health an 129 Pleasant Street Concord, NH 03301	d Huma	n 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.				

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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 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

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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:

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

Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA and Hospice SS-2020-OCOM-16-HOMEC-02-A02

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

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Name: Title: Director, Division of Public Health Srvcs.

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

---- DocuSigned by:

James (ulliane

Name: Title: President/CE0

4/19/2021

Date

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:	
$1 \sim 0$	
C-fairs	
-DSCA92@Etherine Pinos	
Name:	
Attornov	
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

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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.

William M. Gardner Secretary of State

#### CERTIFICATE OF AUTHORITY

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:

Signature of Elected Officer Name: G-corpe Quackenson Title: Rasoner



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### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/0D/YYYY) 3/10/2021

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CEI BEI REI	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.										
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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											
CE9			_		CAN						
CERTIFICATE HOLDER State of New Hampshire Department of Health and Human Services 129 Pleasant St			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.								
	Concord NH 03301-3857				H	ha Ree					
<b>ــــ</b>	© 1988-2015 ACORD CORPORATION. All rights reserved.										

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Client	#: 995002	2			LAKE	รบพ		
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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.								
IMPORTANT: If the certificate holder is If SUBROGATION IS WAIVED, subject this certificate does not confer any rigit	to the term	is and conditions of the j	policy, (	certain polici	ies may requ	ire an endorsement. A	statem	aorsea. ent on
PRODUCER			CONTAC	T Lorraine	Michals, C			
USI Insurance Services LLC			PHONE (A/C, No	Ext): 603-66	5-6028	FAX (A/C, No)		
3 Executive Park Drive, Suite 300			ADDRES	<sub>is;</sub> Iorraine.	michals@u	si.com		
Bedford, NH 03110 855 874-0123						FORDING COVERAGE		NAIC#
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Lake Sunapee Region VN/	<b>A</b>		INSURE					·
PO Box 2209			INSURE					
New London, NH 03257			INSURE					
			INSURE	RF:	<u></u>			
		NUMBER:				REVISION NUMBER:		× 550100
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RE CERTIFICATE MAY BE ISSUED OR MAY F EXCLUSIONS AND CONDITIONS OF SUCH	OUREMEN PERTAIN, T POLICIES	T, TERM OR CONDITION O THE INSURANCE AFFORDE LIMITS SHOWN MAY HAV	FANY ( DBY TI	CONTRACT OF HE POLICIES	r other doo Described H By Paid Clai	CUMENT WITH RESPECT HEREIN IS SUBJECT TO	TO WH	ICH THIS
LTR TYPE OF INSURANCE	ADDLSUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	(MM/DD/YYYY)	LIMI	rs	
						EACH OCCURRENCE	\$	
						DAMAGE TO RENTED PREMISES (Ea occurrence)	<u>s</u>	
						MED EXP (Any one person) PERSONAL & ADV INJURY	5	
GEN'L AGGREGATE LIMIT APPLIES PER:					Ì	GENERAL AGGREGATE	\$	
						PRODUCTS - COMP/OP AGG	\$	
							\$	
AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$	
						BODILY INJURY (Per person)	5	
AUTOS ONLY SCHEDULED						BODILY INJURY (Per accident) PROPERTY DAMAGE		
						(Per accident)	s 	
						EACH OCCURRENCE	s	
UMBRELLA LIAB OCCUR		1				AGGREGATE	5	
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A WORKERS COMPENSATION		TWC3893753		07/01/2020	07/01/2021	PER OTH	•	
AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE						E.L. EACH ACCIDENT	s500,	000
(Mandatory In NH)						E.L. DISEASE - EA EMPLOYE	E \$500	000
If yes, describe under DESCRIPTION OF OPERATIONS below				·	<u> </u>	E.L. DISEASE - POLICY LIMIT	s500	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			CANO	ELLATION			_	
Bureau of Contracts & Procurement 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.					
Department of Health & Human Services 129 Pleasant Street Concord, NH 03301								

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#### 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

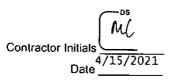
NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.7, Completion Date, to read:

September 30, 2021.

 Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$100,000.

North Country Home Health & Hospice Agency, Inc. SS-2020-OCOM-16-HOMEC-03-A01



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: VIER M. Morris

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

North Country Home Health & Hospice Agency, Inc.

DocuSioned by: Michael Counter

Name: Michael Counter Title: President

4/15/2021

Date

North Country Home Health & Hospice Agency, Inc. SS-2020-OCOM-16-HOMEC-03-A01

.

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: 92 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:

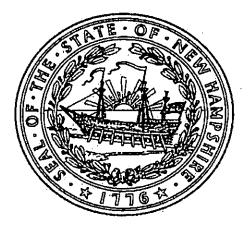
North Country Home Health & Hospice Agency, Inc. . . SS-2020-OCOM-16-HOMEC-03-A01

## 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.

William M. Gardner Secretary of State

#### **Certificate of Authority**

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

#### **Corporate Resolution**

I, <u>Roxie Severance</u>, 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 <u>Michael Counter President and CEO / Tiffany Haynes-Hicks President and CEO</u> (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 Agencywith

(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: Rovie Severance Rovie Severance (Name and Title)

### Certificate of Authority 2021

**Final Audit Report** 

2021-04-30

. 2021-04-30	
Gary Chase (gchase@nchhha.org)	
Signed	<b>`</b>
CBJCHBCAABAADOtVWNM-Uit16ns10sGMoyuzfjQe1JVH	
· · · · · · · · · · · · · · · · · · ·	
	Gary Chase (gchase@nchhha.org) Signed CBJCHBCAABAADOtVWNM-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
- Concurrent 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



age	1	of	1

CERTIFICATE	OF LIABILITY	<b>INSURANCE</b>
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Page 1 of 1	_
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A	CORD <sup>®</sup>	ER	TIF		BILI		URANC	E		MM/DD/YYYY) 19/2020
C B R	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.									
lf	MPORTANT: If the certificate holde SUBROGATION IS WAIVED, subje his certificate does not confer rights	ct to t	he te	rms and conditions of th	e polic	y, certain p	olicies may	•		
	DUCER .							on Certificate Cente	r	
	lis Towers Watson Northeast, Inc > 26 Century Blvd	•			PHONE (A/C. N		945-7378	FAX (A/C, No):		-467-2378
	Box 305191				ADDRE	<u>SS: Certific</u>	cates@willi	.S. COD	<u> </u>	<u> </u>
NAS	hville, TN 372305191 USA									NAIC #
INSI	INSURER A: ProSelect Insurance Company 10639 INSURED INSURER'S:									
	th Country Home Health & Hospice #	gency			INSURE				<del>,</del>	
	6 Cottage Street :tleton, NH 03561				INSURE					
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со	VERAGES CE	RTIFI	CATE	E NUMBER: W18288550				REVISION NUMBER:		
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		ADD	SUBR				POLICY EXP (MM/DD/YYYY)	LIMI	TS	
								EACH OCCURRENCE	5	1,000,000
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	AUTOMOBILE LIABILITY	i						COMBINED SINGLE LIMIT	5	
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	OWNED SCHEDULED							BODILY INJURY (Per accident)		·
	AUTOS ONLY AUTOS HIRED NON-OWNED							PROPERTY DAMAGE	\$	
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	OFFICER/MEMBEREXCLUDED?	] ^/^						E.L. DISEASE - EA EMPLOYEE	5	
	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	s	
λ	Professional Liability			002NH000032947		10/01/2020	10/01/2021	Claim Limits	1,000,	000
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Co	ncord, NH 03301-3857					1	۱.			

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ACORD	

MSNELL

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

	<sup>:</sup> LIABILITY	INSURANCE
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E	HIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	IVEL SUR/	.Y OI ANCE	R NEGATIVELY AMEND, E DOES NOT CONSTITU	EXTE	IND OR AL	TER THE CO	OVERAGE AFFO	DRDED	BY TH	E POLICIES
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	DUCER					CT Mary Ell		C	-	-	
	ris & Towle Morrill & Everett, Inc.					o, Ext): (603)			FAX (ALC: Nove	(603) 2	25-7935
	Airport Road acord, NH 03301					ss: msnell@			(AIC, NO):	000/2	20-7000
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				•	INCLOR	RA: AmTru:					
INSI	JRED	•			INSURE			<u>ierrea, me.</u>			
	North Country Home Health	<u>е н</u>	oenic	e Agency Inc	INSURE						
	536 Cottage Street		oapio	o Agoney me.	INSURE						
	Littleton, NH 03561				INSURE		-				
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INSR	TYPE OF INSURANCE	ADDL	SUBR	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)		LIMITS	5	
	COMMERCIAL GENERAL LIABILITY							EACH OCCURRENC		\$	
	CLAIMS-MADE OCCUR							DAMAGE TO RENTE PREMISES (Ea occur		\$	
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	OTHER:		·							\$	
	AUTOMOBILE LIABILITY							COMBINED SINGLE (Ea accident)	LIMIT	\$	
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	OWNED AUTOS ONLY							BODILY INJURY (Per		s	
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	EXCESS LIAB CLAIMS-MADE							AGGREGATE		5	
	DED RETENTION \$									\$	
Α	WORKERS COMPENSATION							X PER STATUTE	OTH-		
	ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		WWC3477463		7/1/2020	7/1/2021	E.L. EACH ACCIDEN		s	500,000
	(Mandatory in NH)	"```			ļ			E.L. DISEASE - EA E	MPLOYEE	s	500,000
-	If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLK	1		500,000
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedul	e, may b	e attached if mor	a space is require	ed)			
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State of New Hampshire Department of Health & Human Services			95	THE	EXPIRATION	I DATE TH	ESCRIBED POLICII EREOF, NOTICE Y PROVISIONS.				
	129 Pleasant Street Concord, NH 03301			-	AUTHOF	RIZED REPRESEN	Sault		. <u> </u>		

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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 Nurses P.R.N., Inc., ("the Contractor").

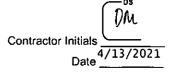
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor 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.
- 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

DocuSioned by: Alex M. Momis

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

Nurses P.R.N., Inc.

-Docusioned by: Dawn Mrotek

Name: Dawn Mrotek

Title: Assistant Administrator

4/13/2021

Date

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

Docusioned by: Documpan Docase202E32C4AE Name: Catherine Pinos

Date

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.

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.

William M. Gardner Secretary of State

#### CERTIFICATE OF AUTHORITY

I,, 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 <u>NURSES</u> PRUINC OBA Silver Touch HIE (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 <u><i>Gpul 13</i></u> , 20 <u>21</u> , at which a quorum of the Directors/shareholders were present and voting. (Date)
VOTED: That DAWN Mailek Assistant, (Name and Title of Contract Signatory) (may list more than one person)
is duly authorized on behalf of <u>Sciver Touce</u> Hitc. PBi7 (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.

13/21 Dated:

Signature of Elected Officer Name: Huiry matu Kamara Title: Administrator

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#### NURSEPRN2 ACORD. **CERTIFICATE OF LIABILITY INSURANCE**

CEDTIEICATE MUMBER.

DATE	(MM/DD/YYYY
2/4	5/2024

_		
	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE H	IOLDER. THIS
	CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY TH	E POLICIES
	BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AL	JTHORIZED
	REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.	
-	MPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions	or be endorsed

d. 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	CONTACT NAME: ADDR         Lorraine Michals, CIC           PHONE (A/C, No, Ext):         603-665-6028         FAX (A/C, No):           E-MAIL ADDRESS:         Iorraine.michals@usi.com					
USI Insurance Services LLC						
3 Executive Park Drive, Suite 300						
Bedford, NH 03110	INSURER(S) AFFORDING COVERAGE	NAIC #				
855 874-0123	INSURER A : Philadelphia Indomnity Insurance Co.	18058				
INSURED	INSURER B : Technology Insurance Company, Inc.	42376				
Nurses PRN, Inc. dba Silver Touch Home PO Box 122	INSURER C :					
Merrimack, NH 03054-0122	INSURER D :					
Merrimack, NH 03054-0122	INSURER E :					
	INSURER F :					

		TEICATI	E NUMBER.			REVISION NUMBER:			
IN C	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 SUB	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s		
A	X COMMERCIAL GENERAL LIABILITY		PHPK2004846		07/01/2021	EACH OCCURRENCE	s1,000,000		
İ						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000		
						MED EXP (Any one person)	\$5,000		
						PERSONAL & ADV INJURY	s1,000,000		
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s 3,000,000		
	POLICY PRO- JECT LOC		[			PRODUCTS - COMP/OP AGG	\$3,000,000		
	OTHER:						\$		
A	AUTOMOBILE LIABILITY		PHPK2004846	07/01/2020	07/01/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	ANY AUTO					BODILY INJURY (Per person)	\$		
	AUTOS ONLY SCHEDULED	1				BODILY INJURY (Per accident)	5		
	X HIRED AUTOS ONLY X AUTOS ONLY				5	PROPERTY DAMAGE (Per accident)	's		
		<u> </u>					\$		
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$		
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$		
	DED RETENTION \$						S		
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		TWC3895140	07/01/2020	07/01/2021	X PER OTH-			
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A			}	E.L. EACH ACCIDENT	<u>\$500,000</u>		
	(Mandatory in NH)				ļ	E.L. DISÉASE - EA EMPLOYEE	\$500,000		
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - POLICY LIMIT	\$500,000		
A	Crime/Empl Theft		PHSD1456246	07/01/2020	07/01/2021	\$1,000,000 Aggregat	te		
A			PHSD1456246	07/01/2020	07/01/2021	\$50,000 Client Cove	rage		
	Professional Liab		PHPK2004846	07/01/2020	07/01/2021	\$1Mi Occur/\$3M Ag	gregat		
I DEC.	PROTION OF OPERATIONS / LOCATIONS / VCUIC								

CERTIFICATE HOLDER	
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
	See Hered

The ACORD name and logo are registered marks of ACORD

#### 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.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$100,000.

Contractor Initials 4/27/2021 Date

Page 1 of 3

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: ation M. Momie

Title: Director, Division of Public Health Srvcs.

VNA Home Health & Hospice Services, Inc.

DocuSigned by: Rachel Chaddort

Name: Rachel Chaddock

Title: vice President, Home and Community Services

4/27/2021

Date

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: 2C4A8

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:

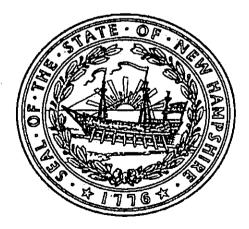
SS-2020-OCOM-16-HOMEC-06-A02

## 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.

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

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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 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.
- Form P-37, General Provisions, Block 1.8, Price Limitation, to read: \$100,000.

Contractor Initials 4/13/2021 Date

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

Docysigned by: Dira M. Morris D938DBF86CA54AD...

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

Regency Home Health, LLC

-DocuSigned by:

Paula Game -2EB5BA9DD6AF43D

Name: Paula Gagne

Title: Administrator

4/13/2021

Date

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:

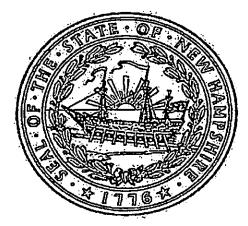
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# State of New Hampshire Department of State

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

William M. Gardner Secretary of State

#### CERTIFICATE OF AUTHORITY

1, <u>Stephinic Elkey</u> , 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 <u>REGINICE</u> Hame <u>Her IM.</u> UC (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 <u>UPLUS</u> , at which a quorum of the Directors/shareholders were present and voting. (Date)
VOTED: That Pada GagNe (may list more than one person) (Name and Title of Contract Signatory)
is duly authorized on behalf of <u>Recency</u> Him Her Ho 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 al 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:

Signature of Elected Officer Name: SHOMANIC Title:

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### ACORD. CERTIFICATE OF LIABILITY INSURANCE

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

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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 CornerStone VNA ("the Contractor").

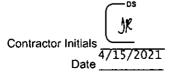
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor 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.
- 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: tien M. Morris

Name: Title: Director, Division of Public Health Srvcs.

CornerStone VNA

Julie Reynolds 18FD0FC8FC26492... rulie Kenn

Name: Julie Reynolds Title: President/CEO 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

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Date

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Name: Cathe	r"ffie Pinos	
Name.		
Title: Attor	nev	

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.

William M. Gardner Secretary of State

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#### **CERTIFICATE OF AUTHORITY**

I. <u>Hone ちていい</u> (Name of the elected Officer of the Corporation/LLC; cannot be contra	, <b>hereby certify that</b> : ict signatory)
1. I am a duly elected Clerk/Secretary/Officer of <u>Corners tene</u> (Corporation/LLC Name)	VNA .
2. The following is a true copy of a vote taken at a meeting of the Board of Dire held on $\underline{March}$ , $\underline{12m}$ , $20\underline{2i}$ , at which a quorum of the Directors/sha (Date)	ectors/shareholders, duly called and reholders were present and voting.
VOTED: That Julie Reynolds (Name and Title of Contract Signatory)	_ (may list more than one person)
is duly authorized on behalf of <u>CornerStone VNA</u> to enter into co (Name of Corporation/ LLC)	ntracts 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: 20 April 2021

Signature of Elected Officer Name: Title:



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MALDO/YYYY)

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ANY PROPRIETOR/PARTNER/EXECUTIVE			E.L. EACH ACCIDENT	\$500,000	
(Mandatory In NH)			E.L. DISEASE - EA EMPLOYEE	\$500,000	
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Bureau of Contracts & Procurement	ACCORDANCE WIT	TH THE POLI	CY PROVISIONS.		
129 Pleasant Street					

See that

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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 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:

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

Contractor Initial 5/5/2021 Date

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: Visa M. Morris

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

Home Health and Hospice Care

---- DocuSigned by:

5/5/2021

Date

When Getts

Name: John Getts

Title: President/CEO

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

DocuSigned by:

#### OFFICE OF THE ATTORNEY GENERAL

5/6/2021

Date

	20252220445	
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.

William M. Gardner Secretary of State

١,

#### **CERTIFICATE OF AUTHORITY**

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 HHHC

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ACORD <sup>®</sup> C	ER	TIF		BILI		URANC	E		(MM/0D/YYYY) 23/2021
THIS CERTIFICATE IS ISSUED AS A CERTIFICATE DOES NOT AFFIRMAT BELOW. THIS CERTIFICATE OF IN REPRESENTATIVE OR PRODUCER, A	SUR/	Y OI ANCE HE C	R NEGATIVELY AMEND, DOES NOT CONSTITUT ERTIFICATE HOLDER.	EXTE TE A (	ND OR ALT	ER THE CO BETWEEN	VERAGE AFFORDED THE ISSUING INSUREI	TE HO BY THI R(S), AI	LDER. THIS E POLICIES JTHORIZED
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PRODUCER Eaton & Berube Insurance Agency, Ir	<u> </u>			CONTA NAME:		Butekunst	· · · · · · · · · · · · · · · · · · ·		
11 Concord Street				PHONE	o <u>, Ext)</u> : 603-88.	2-2766	FAX (A/C, No)	:	
Nashua NH 03064				ADDRE	ss: kgutekun	st@eatonber	ube.com		·
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INSURED			HOMHE2	-	<u>r a : Atlantic (</u> r в : National				
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Merrimack NH 03054				INSURE		0 001111101010	insurance company		30137
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INSR LTR TYPE OF INSURANCE			POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMI	TS	
B X COMMERCIAL GENERAL LIABILITY			VHNUHG000013501		1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 1,000	,000
CLAIMS-MADEOCCUR							PREMISES (Ea occurrence)	\$ 1,000	,000
							MED EXP (Any one person)	\$ 50.00	
GEN'L AGGREGATE LIMIT APPLIES PER:		1					PERSONAL & ADV INJURY	\$ 1,000	
							GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 3,000	
							PRODUCTS - COMPIOP AGG	\$ 3,000 \$	,000
B AUTOMOBILE LIABILITY	İ	1	VHNUHA000013701		1/1/2021	1/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000	,000
ANY AUTO							BODILY INJURY (Per person)	s	
OWNED SCHEDULED AUTOS ONLY AUTOS HIRED V NON-OWNED		1					BODILY INJURY (Per accident)	\$	
AUTOS ONLY X AUTOS ONLY						i	PROPERTY DAMAGE (Por accident)	Ş.	
								\$	
B X UMBRELLA LIAB OCCUR			VHNUHX00013901		1/1/2021	1/1/2022	EACH OCCURRENCE	\$ 2,000	,000
DED X RETENTION \$ 0	-						AGGREGATE	\$ 2,000	000
A' WORKERS COMPENSATION	<u>.</u>		WCA00526110		7/1/2020	7/1/2021	X PER OTH-	5	
AND EMPLOYERS' LIABILITY				ĺ	1112020	11112021		+ 500.0	
OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A						E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE	\$ 500,0	
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 500,0	
B Professional Liability B D&O			VHNUHG000013501		1/1/2021	1/1/2022	Claim	\$1,00	0,000
C Crime			VHNUHM000013800 106436933		1/1/2021 1/1/2019	1/1/2022 1/1/2022	Aggregale Crime Limit:	\$3,00 \$500,9	
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	CORD	101, Additional Remarks Schedule	e, may be	attached if more	space is require	ed)		
			i i						
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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.

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AUTHORIZED REPRESENTATIVE Which Rembe

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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").

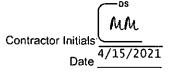
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, and presented to the Executive Council on July 15, 2020, (Item #C), as amended on December 14, 2020 with Governor approval, and presented to the Executive Council on January 22, 2021, (Item #F), the Contractor 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:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2021.
- 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

Docu(Signed by: ation M. Morris

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

VNA at HCS, Inc.

---- DocuSigned by:

Maira McAuciny Name: Malifa McQueeney Title: CEO HCS

4/15/2021

4/18/2021

Date

Date

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:

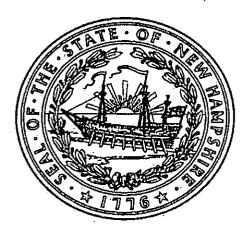
SS-2020-OCOM-16-HOMEC-14-A02 A-GA-1.0 VNA at HCS, Inc. Page 3 of 3

## 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 Scal of the State of New Hampshire, this 5th day of March A.D. 2021.

William M. Gardner Secretary of State

Business ID

67798

### Filing History



#### **Business Name**

VNA AT HCS, INC.

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, reco	rds 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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https://quickstart.sos.nh.gov/online/BusinessInquire/FilingHistory?businessID=31687

#### CERTIFICATE OF AUTHORITY

I. Julie Greenwood (Name of the elected Officer of the Corporation/LLC: cann	, hereby certify that: ot be contract signatory)
1. I am a duly elected Clerk/Secretary/Officer of VNA of Corporation/LLC	
2. The following is a true copy of a vote taken at a meeting of the E held on <u>May</u> . <u>13</u> , 20 <u>20</u> , at which a quorum of the D (Date)	Board of Directors/shareholders, duly called and birectors/shareholders were present and voting.
VOTED: That Maura Mc Queeney (Name and Title of Contract Signalbry)	(may list more than one person)
is duly authorized on behalf of <u>VNAat HCS</u> INC. to (Name of Corporation/ LLC)	enter into contracts or agreements with the State
of New Homsehire and any of its apprecias or departments a	ad further is authorized to execute any and al

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

Signature of Elected Officer

Name: Julic Greenwood Title: Board Chair

Rev. 03/24/20

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

#### **<u>COMMITTEE</u>**: Board of Directors

#### DATE: Wednesday, May 13, 2020

#### RECORDER: Katie Hart

#### <u>NEXT MEETING</u>: Thu., June 4, 2020 @ 8:30am

TOPIC	DISCUSSION	ACTION
Electronic Vote was submitted by Chairman	Julie Greenwood, Board Chair, presiding.	Electronic Vote
Corporate Resolution: Maura McQueeney, CEO	Board of Director, David Stinson made an electronic motion: 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. The motion was seconded by Susan Abert.	Electronic Votes Received: Susan Abert – yes Julie Greenwood – yes Eric Horne – yes Jane Larmon – yes Allen Mendelson – yes Mary Davis – yes Michael Chelstowski – yes Judy Sadoski – yes Maureen O'Brien – yes Dianne Bolton – yes David Stinson – David Therrien – yes Brian Reilly – Betsy Cotter – yes A majority vote – the motion passed.

HOMEHEA-02

MCORMIER

DATE (MM/DD/YYYY)	
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Maureen Cornier					Maureen Cornier					
ACORD 25 (2016/03) © 1988-2015 ACORD CORPORATION. All rights res								000 000000 + 71011	A 11 ·	LA

#### 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:

- Form P-37 General Provisions, Block 1.7, Completion Date, to read: September 30, 2021.
- 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

laned by: Alex M. Morris

Name: Name: Title: Director, Division of Public Health Srvcs.

Visiting Nurse Home Care & Hospice of Carroll County

4/15/2021

Date

DocuSigned by: Sandra Ruka

Name: Sandra Ruka Title: Executive Director

Visiting Nurse Home Care & Hospice of Carroll County SS-2020-OCOM-16-HOMEC-15-A02 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

CG6	nioz-	·
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.

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.

Title:

Dated: <sup>2</sup>

Signature Elected Officer Name:

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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						ES
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If SUBROGATION IS WAIVED, subject to the this certificate does not confer any rights	te terms and conditions of the p to the certificate holder in lieu o	olicy, certain polic f such endorsemen	ies may requ it(s).	ire an endorsement. A :	statem	aursed. ant on
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3 Executive Park Drive, Suite 300		PHONE (AC, No. 8xt); 603-66	5-6028	AC, No);		
Bedford, NH 03110		ADDRESS; Iorraine.				
855 874-0123		INSURER A : Philadelp		ORDING COVERAGE		NAIC #
NSURED		INSURER B : Technolo				42376
Visiting Nurse Home Care & I	lospice	INSURER C :				
Carroll County PO Box 432		INSURER O :				
North Conway, NH 03860		INSURER E :				
	CATE NUMBER:	INSURER F :				
THIS IS TO CERTIFY THAT THE POLICIES OF		E REEN ISSUED TO I		REVISION NUMBER:	POLIC	PERIOD
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				PERSONAL & ADV INJURY	\$1,00	0,000
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Concora, NH 03301		AUTHORIZED REPRESENTATIVE				
		See Hot				

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#### STATE OF NEW HAMPSHIRE

#### DEPARTMENT OF HEALTH AND HUMAN SERVICES

#### DIVISION OF PUBLIC HEALTH SERVICES

Lori A. Shibinette 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.dbhs.nb.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 Suillvan 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

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence. His Excellency, Governor Christopher T. Sununu And the Honorable Council Page 2 of 3

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

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

His Excellency, Governor Christopher T. Surunu And the Honorable Council\_ Page 3 of 3

Contractors via allotted distribution from the Department, contingent upon the availability of aupplies. 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. Shibinette Commissioner



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

This 1<sup>st</sup> 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.

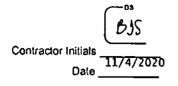
WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor on June 15, 2020, as presented to the Executive Council as an Informational Item on July 15, 2020, (Item # C), the Contractor agreed to perform certain services based upon the terms and conditions specified in the Contract and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





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

11/4/2020

Date

Date

Docysioned by: Diea M. Mome

Name: Lisa M. Morris Tille: Director, Division of Public Health Srvcs.

Concord Regional Visiting Nurse Association, Inc.

---- Docu\$igned by:

Bette J. Slepian

Name: Beth J. Slepian

Title: president/CEO

Concord Regional Visiting Nurse Association, Inc. Amendment #1 SS-2020-OCOM-18-HOMEC-01-A01 Page 2 of 3



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

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

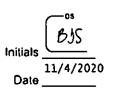
Name: Title: New Hampshire Department of Health and Human Services Home Care Testing Program Exhibit B-1



	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. <b>2</b> .	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 Amendmen 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 sympton 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 <i>.</i>	The Contractor shall use BinaxNOW COVID-19 Antigen Test supplies provided by the Department only for active patients of the Contractor who:						
	<ol> <li>Have COVID-19 symptoms, with symptom onset within the last seven (7 days; or</li> </ol>						
	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 o COVID-19 that it has the ability to perform COVID-19 testing, including rapid antiger 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						

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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.



Page 1 of 2

of the Contractor.

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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 #22available at: <u>https://www.dhhs.nh.gov/dphs/cdcs/alerts/documents/covid-19-update22.pdf</u>
- 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 Date



Lori A. Shibinette

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 I-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

### His Excellency, Governor Christopher T. Sununu and the Honorable Council Page 2 of 3

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.

# 05-95-950010-56760000 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.
- Dally oral or written reports are submitted by the Contractors to the Department to confirm the number of specimen collections completed during the previous twentyfour (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,

X)QCUM

Commissioner

The Department of Health and Human Services' Mission is to join communities and families in providing opportunities for citizens to achieve health and independence.

### . FORM NUMBER P-37 (version 12/11/2019)

# Subject:\_Home Care Testing Program (SS-2020-OCOM-16-HOMEC-01)

Notics: This agreement and all of its attachments shall become public upon automission 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.

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

1. IDENTIFICATION.		112 6 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4 4	· · · · · · · · · · · · · · · · · · ·			
1.1 State Agency Name		1.2 State Agency Address	1.2 State Agency Address			
New Hampshire Department of Health and Human Services		129 Pleasant Street	129 Plensani Street			
		Concord, NH 03301-3857				
1.3 Contractor Name	· · _ · _ · · · · · · · · · · · · · · ·	1.4 Contractor Address				
	· · · · · ·		• • •			
Concord Regional Visil	ing Nurse Association, Inc.	30 Pillsbury Street				
		Concord, NH 03301				
1.5 Contractor Phone Number	1.6 Account Number	1.7 Completion Date	1.2 Price Limitation			
	010-095-5676-103-	April 30, 2021	\$500,000			
(603) 230-5661	502664 95010999	·				
1.9 Contracting Officer for	State Agency	1.10 State Agency Telephor	ne Number			
Nation D. While, Director		(603)-271-9631	· .			
			·			
1.11 Contractor Signature		1.12 Name and Title of Co				
Bittyslipis	L Due: 5/1/2.		n President/CEO			
.1.13 Stars Agene Signatu	rc , , ,	1.14 Name and Title of Sta				
CLO	chip Dove 5 4how Anni Landley ASSIE. CAM		Assic. Conce			
1.15 Approval by the N.H.	Department of Administration, Div	ision of Personnel (if applicable	0 11			
By.		Director, On:				
1.16 Approval by the Atton	ney Offeral (Form, Substance and	Execution) (If opplicable)	• * •			
By: Jill	By: Sill Herlen: On: 5/15/2020					
1.17 Approval by the Oove	nor and Executive Council (if app					
G&C Item number:		G&C Meeting Date:				
	•		. • .			

Page 1 of 4

**Contractor Initials** Date

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 uny costs incurred or Services performed. Contractor must complete nil 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 lunds 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 inade 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.

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Contractor Initials

### 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 carned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT 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 & 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, tiabilities 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

Page 3 of 4

Contractor Initials

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 loss 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 thercof.

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 arc 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.

Contractor Initials

Page 4 of 4



# 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.

SS-2020-OCOM-16-HOMEC-01

Concord Regional Visiting Nurse Association, Inc.

D1 Exhibit A - Revisions to Standard Contract Provisions

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Contractor Initials Dat



# Scope of Services

EXHIBIT B

# 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 be 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

Contractor Initials

Date

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

SS-2020-OCOM-18-HOMEC-01

Concord Regional Visiting Nurse Association, Inc. Page 1 of 5



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 tesling 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 nonconforming 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 <u>phlclinicalkitorders@dhhs.nh.gov</u>, 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.

Concord Regional Visiting Nurse Association, Inc. Page 2 of 5

- 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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**Contractor Initials** Date



# 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. For remote locations, requested PPE may be delivered by members. 1.14.1: 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. Collect completed informed consent forms from each eligible 1.16.2. individual. Collect one (1) nasopharyngeal or oropharyngeal specimen from 1.16.3. each eligible individual. 1.16.4. Store tubes of specimens collected as indicated by specified labprotocols. 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: Store and package each specimen collected as indicated by 1.17.1. 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

Concord Regional Visiting Nurse Association, Inc. Page 3 of 5

Contractor Initials.

Date \_



- 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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Concord Regional Visiting Nurse Association, Inc. Page 4 of 5



# 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.

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Concord Regional Visiting Nurse Association, Inc. Page 5 of 5

**Contractor Initials** 

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## Payment Terms

EXHIBIT C

- 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.
- For homebound Medicare clients with whom the Contractor has an existing relationship, Contractor shall bill Medicare for all reimbursable services rendered.
- 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.
- 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.
- 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.
- 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.
- 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

Concord Regional Visiting Nurse Association, Inc.	Exhibit C		Contractor Initials
SS-2020-OCOM-18-HOMEC-01	Page 1 of 2		Date 5/11
Rev 01/08/19			<i></i>



# 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.

Concord Regional Visiting Nurse Association, Inc. Exhibit C SS-2020-OCOM-16-HOMEC-01 Page 2 of 2 Rev. 01/08/19 Contractor Initials \_\_\_\_\_\_\_

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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) <u>Definitions</u>.

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- a. <u>"Breach</u>" shall have the same meaning as the term "Breach" in section 164.402 of Title 45. Code of Federal Regulations.
- <u>"Business Associate"</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- <u>\*Covered Entity\*</u> has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "<u>Designated Record Set</u>" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- <u>\*Data Aggregation</u> shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "<u>Health Care Operations</u>" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. <u>"HITECH Act</u>" means the Health Information Technology for Economic and Clinical Health Act, TitleXIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- <u>"HIPAA</u>" 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.
- "<u>Individual</u>" 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 O	
Health Insurance Portabl	lity Act
Business Associate Agre	ement
Paga 1 of 6	•
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Contractor Initials Date 5/1/20



	Exhibit D
ł.	"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.
п.	*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.
<b>o</b> .	"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.
<b>р</b> .	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.
(Ż)	Business Associate Use and Disclosure of Protected Health Information.
Ə.	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.

- 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.
- The Business Associate shall not, unless such disclosure is reasonably necessary to d. 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

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Exhibit O Health Insurance Portability Act . Business Associate Agreement Page 2 of 6

**Contractor initials** Date 5-11/2



Exhibit D

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

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.

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.

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:

 The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;

- 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
- 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

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Exhibit D Health Insurance Pertability Act Business Associate Agreement Page 3 of 6

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• -	Exhibit D	
	pursuant to this Agreement, with rights of enforcement and indemnification fro business associates who shall be governed by standard Paragraph #13 of the contract provisions (P-37) of this Agreement for the purpose of use and disclo- protected health information.	standard
f. ,	Within five (5) business days of receipt of a written request from Covered Entit Business Associate shall make available during normal business hours at its records, books, agreements, policies and procedures relating to the use and d of PHI to the Covered Entity, for purposes of enabling Covered Entity to deter Business Associate's compliance with the terms of the Agreement.	iffices all isclosure
g.	Within ten (10) business days of receiving a written request from Covered Ent Business Associate shall provide access to PHI in a Designated Record Set to Covered Entity, or as directed by Covered Entity, to an individual in order to m requirements under 45 CFR Section 164.524.	o the
h.	Within ten (10) business days of receiving a written request from Covered Ent amendment of PHI or a record about an individual contained in a Designated Set, the Business Associate shall make such PHI available to Covered Entity amendment and incorporate any such amendment to enable Covered Entity to obligations under 45 CFR Section 164.526.	Record for
i.	Business Associate shall document such disclosures of PHI and information resuch disclosures as would be required for Covered Entity to respond to a required individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528.	iest by an
<b>j.</b>	Within ten (10) business days of receiving a written request from Covered Ent request for an accounting of disclosures of PHI, Business Associate shall mak to Covered Entity such information as Covered Entity may require to fulfill its of to provide an accounting of disclosures with respect to PHI in accordance with Section 164:528.	e available obligations
<b>k</b> .	In the event any individual requests access to, amendment of, or accounting of directly from the Business Associate, the Business Associate shall within two business days forward such request to Covered Entity. Covered Entity shall 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 individual's request to the individual's request as required by such law and the Covered Entity of such response as soon as practicable.	(2) have the e ness Associate
l.	Within ten (10) business days of termination of the Agreement, for any reasor Business Associate shall return or destroy, as specified by Covered Entity, all received from, or created or received by the Business Associate in connection Agreement, and shall not retain any copies or back-up tapes of such PHI. If r destruction is not feasible, or the disposition of the PHI has been otherwise as the Agreement, Business Associate shall continue to extend the protections of Agreement, to such PHI and limit further uses and disclosures of such PHI to purposes that make the return or destruction infeasible, for so long as Busine	PHI a with the etum or greed to in f the those
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Exhibit D Heath Insurance Portability Act Business Associate Agreement Page 4 of 6

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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.

Exhibit D

### (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.

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.

 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) <u>Termination for Cause</u>

b.

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) <u>Miscellaneous</u>

- a. <u>Definitions and Regulatory References</u>. 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. <u>Amendment</u>. 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. <u>Data Ownership</u>. 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. <u>Interpretation</u>. 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 Health Insurance Ponability Act Business Associate Agreement Page 5 of 6

Contractor Initial:



<u>Segregation</u>. 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.

Exhibit D

<u>Survival</u>. 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 Realth and Human Services	
The State	ī
Signature of Authorized Representative	ز
Ami lander	
Name of Authorized Representative	ī
Associate (and	•
Title of Authorized Representative	:
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Date	Ī

Concord Regional UNA Name of the Contractor

Bignature of Authorized Representative

Beth J. Slepian Name of Authorized Representative

Treatdient / CED Title of Authorized Representative

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Exhibit D Health Insurance Portability Act Businass Associate Agreement Page 6 of 6

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# EXHIBIT E

PPE Request Form for COVID-19

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Inventory Levels and Request:

1	N95 Masks	Surgical Masks	Face Shields	Goggles	Gowns	Gloves	Other
Current Inventory					·		
Daily Burn Rate		· .			1 ·		
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 #
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Concord Regional Visiting Nurse Association	, <b>İnc.</b>	Date: 5/4/20

Hampshire Department of Health and Human Services Home Care Testing Program EXHIBIT F State of New Hampshire COVID-19 Testing Consent Form



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۱ <u></u>		•	etropolitan Medical Reserve SystenvNew Hampshi		
Nation	al Guard/Home Health	entity, or [Name of Authorized Entity]			
	····	to administer and the N	New Hampshire National Guard/New Hampshire		
Depart	ment of Health and Hu	iman Services, Public Health Laborator	y/Quest Diagnostics/Lab Corps/Dartmouth		
Hitchc	ock. or [Name of Auth	onized Processing Entity]	to process a nasopharyngeal or		
oropha	ryngeal swab for a CC	VID-19 Test, as ordered by a medical d	loctor, the state epidemiologist, or authorized healt		
•	ovider,	[Name of ordering individua	<ol> <li>I further understand, agree, certify, and authorized</li> </ol>		
the foll	lowing:				
I.	I am a resident of the or dependent) of the ;		irent or legal guardian (if the undersigned is a mind		
2.	I understand that this	testing is voluntary and that I have the	right to refuse this test.		
3.	I have a valid preseri state of New Hamps	ption for this testing or a laboratory orde ire epidemiologist, or an authorized hea	er from a licensed New Hampshire physician, the . althcare 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 th community, with my healthcare provider.				
6.	I understand that a po Hampshire Departme	sitive test result is required by RSA 141 nt of Health and Human Services, Divis	-C:7 and RSA 141-C:8 to be shared with the New ion of Public Health.		
<b>7</b> .	l authorize the test res Hampshire Departme provider ordering the	nt of Health and Human Services, Depa	rocessing Entity processing the sample, the New rtment of Public Health Services, and the healthca		
8.	l further authorize ar	d understand that my test result may be	shared with my manager at		
	C:10 and He-P 301.03	[Name of Employer] and, any posi	tive test will be shared in accordance with RSA 14		
9.	I understand that the	esults of my test will otherwise remain	confidential as allowed under state and federal law		
10;	described above. Furt Department of Health System; Home Health	her, I agree to hold harmless the State o and Human Services, Public Health La	thorize disclosure of my medical information as f New Hampshire; New Hampshire National Guar boratory; the Metropolitan Medical Response ng this test, including its employees, agents and		
	Date	Signed	· ·		
		Individu	al/Undersigned/Legal Guardian*		
	• Required authorizin	g guardianship paperwork must be attac			
With	css				
	ersigned's Name (pr	inted) —			
Unde					
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