



Jeffrey A. Meyers  
Commissioner

Deborah D. Scheetz  
Director

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF LONG TERM SUPPORTS AND SERVICES

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May 9, 2019

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to exercise renewal options and amend existing contracts with eleven (11) of the twelve (12) vendors listed below for the continued provision of In-Home Care Services, In-Home Health Aide Services and In-Home Nursing Services; and to implement a rate increase for In-Home Care and Home Health Aide Services, by increasing the combined price limitation by \$7,188,746.11 from \$18,055,822.57 to an amount not to exceed \$25,244,568.68 and extend the contract completion dates from June 30, 2019 to June 30, 2020, effective upon Governor and Executive Council approval. 56% Federal Funds, 44% General Funds.

The twelve (12) agreements were originally approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8); and subsequently amended on February 7, 2018 (item #14).

Vendor	Vendor Code	Location	Current Modified Budget	Increased/ (Decreased) Amount	Revised Modified Budget
Androscoggin Valley Home Care Services	157347	Berlin	\$1,044,711.80	\$830,794.04	\$1,875,505.84
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$3,948,115.24	\$1,594,459.70	\$5,542,574.94
Waypoint (fka Child & Family Services)	177166	Manchester	\$3,468,615.04	\$1,400,815.24	\$4,869,430.28
Cornerstone VNA	230881	Rochester	\$324,830.62	\$131,181.75	\$456,012.37
Easter Seals New Hampshire, Inc.	177204	Manchester	\$0	\$881,295.42	\$881,295.42
Franklin VNA & Hospice	154177	Franklin	\$170,982.24	\$69,051.84	\$240,034.08
The Homemaker Health Services (contract assigned to Easter Seals New Hampshire - Effective	154177	Rochester	\$2,182,221.52	\$0	\$2,182,221.52
in Community	177251	Laconia	\$1,898,693.84	\$694,401.56	\$2,593,095.40
pee Community Services	174248	New London	\$868,635.30	\$320,035.15	\$1,188,670.45

North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68	\$83,316.90	\$495,933.58
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36	\$0	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67	\$265,824.22	\$924,033.89
VNA at HCS	177274	Keene, NH	\$2,272,046.26	\$917,570.29	\$3,189,616.55
		<b>TOTALS:</b>	<b>\$18,055,822.57</b>	<b>\$7,188,746.11</b>	<b>\$25,244,568.68</b>

Funds are anticipated to be available in State Fiscal Year 2020, upon the availability and continued appropriation of funds in the future operating budget, with authority to adjust amounts within the price limitation and adjust encumbrances between State Fiscal Years through the Budget Office if needed and justified.

**See Fiscal Details Attached**

**EXPLANATION**

The purpose of this request is for the Department to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services and to increase the unit service rates, within level funding.

These services are provided to eligible individuals sixty (60) year of age and older or to individuals eighteen (18) years of age and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes. Eligible adults are those who reside in independent living settings and are not already receiving the same or similar services through one of the Department's Medicaid Waiver Programs, other Medicaid services; or individuals who are receiving the same or similar serves through the Veterans' Administration.

The increased rates are a result of the Department addressing significant concerns brought forward by contracted home health agencies relative to workforce challenges and the inability to serve clients located in the agencies' more rural catchment areas.

The Department is increasing the unit rates paid for these services **within available funding**.

The Department is attempting to address significant and longstanding concerns about workforce challenges and rates paid for these non-Medicaid services. The rate increase is not the result of additional Titles III or XX funding. While the rates are being increased, the total allocated funding remains the same. While the higher rates will equate to fewer units of service, it is the Department's goal that higher rates will better support the agencies' ability to support a clientele with increasing frailty and need, and support agencies' staff recruitment and retention efforts.

The Department conducted an analysis of the contract agencies' utilization of these services, and calculated the new rates based on prior underutilization of units.

The Department met with its contracted home health providers over the course of several meetings to discuss and explore the services and funding structures, and the ramifications of increasing rates at the expense of reducing the total number of units. The providers are in support of this approach and have indicated their belief that this will have an immediate effect on their ability to secure staff to provide these services, particularly in rural areas where staff have to travel greater distances to reach clients' homes.



The rate increases for the two services are as follows:

- Adult In-Home Care (homemaking) increased from \$10.06 per half hour unit to \$12.00 (19.3% increase) – resulting in 100,000 fewer units.
- Home Health Aide Services increased from \$13.13 per half hour unit to \$16.00 (21.85% increase) – resulting in 3,000 fewer units.

While the unit rates are being increased, the funding amounts remain at level funding. The higher rates will equate to fewer units of service for each Contractor. The rate increases are not a result of additional Titles III or XX funding. It is the Department's goal for the higher rates to better support agencies' staff recruitment and retention efforts.

In Home Care Services, through Title III and Title XX programs include, but are not limited to household maintenance and housekeeping; and meal planning and preparation.

Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations and developing a nursing care plan to support individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to assistance with preparing and administering medications, providing health evaluations and developing health and wellness plans.

The Contractors were selected through a competitive bid process. During 2018, The Homemakers Health Services worked out a transition plan, with Easter Seals New Hampshire, for Easter Seals to acquire its programs and services and its service catchment area. This acquisition was completed and Easter Seals assumed the operations and administration of The Homemakers' licensed Home Health Services in Strafford County, effective September 1, 2018.

As referenced in the Request for Applications (RFA) and in Exhibit C-1, Revisions to the General Provisions of the contracts, the Department reserved the right to extend the agreements for up to two (2) additional year(s), contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval from the Governor and Executive Council. The Department exercised a renewal option to extend services by nine (9) months (Amendments #1), approved by Governor and Executive Council on February 7, 2018 (item #14). Through this request, the Department is exercising a second (2<sup>nd</sup>) renewal option to extend services by twelve (12) months, leaving three (3) months of renewal available.

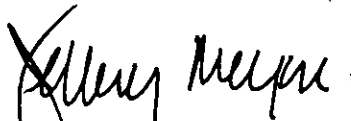
Should the Governor and Executive Council not approve this request, in-home services may not be funded and therefore may not be provided to the State's older and frail population.

Population and area to be served: Statewide approximately 34,687 individuals will be served from July 1, 2019 through June 30, 2020.

Source of Funds: 56% Federal Funds from the Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; the United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667; and 44% General Funds.

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Jeffrey Meyers". The signature is written in a cursive style with a large initial "J".

Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 30% FEDERAL, 70% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46		\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 52,738.64		\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 52,738.64		\$52,738.64
2020	540-500382	SS Contracts	multiple		\$ 141,774.58	\$141,774.58
		<i>Subtotal</i>		\$130,584.74	\$141,774.58	\$272,359.32
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42		\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 369,171.82		\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 369,171.82		\$369,171.82
2020	543-500385	Payments to Providers	multiple		\$ 689,019.46	\$689,019.46
		<i>Subtotal</i>		\$914,127.06	\$689,019.46	\$1,603,146.52
		<b>Total</b>		<b>\$1,044,711.80</b>	<b>\$830,794.04</b>	<b>\$1,875,505.84</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96		\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 68,649.44		\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 68,649.44		\$68,649.44
2020	540-500382	SS Contracts	multiple		\$ 68,649.44	\$68,649.44
		<i>Subtotal</i>		\$169,985.84	\$68,649.44	\$238,635.28
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88		\$726,508.88
2018	543-500385	Adult In Home Care	multiple	\$ 1,525,810.26		\$1,525,810.26
2019	543-500385	Adult In Home Care	multiple	\$ 1,525,810.26		\$1,525,810.26
2020	543-500385	Adult In Home Care	multiple		\$ 1,525,810.26	\$1,525,810.26
		<i>Subtotal</i>		\$3,778,129.40	\$1,525,810.26	\$5,303,939.66
		<b>Total</b>		<b>\$3,948,115.24</b>	<b>\$1,594,459.70</b>	<b>\$5,542,574.94</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Waypoint (Vendor Code 177166)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 30% FEDERAL, 70% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88		\$76,415.88
2018	540-500382	SS Contracts	multiple	\$160,497.72		\$160,497.72
2019	540-500382	SS Contracts	multiple	\$160,497.72		\$160,497.72
2020	540-500382	SS Contracts	multiple		\$160,497.72	\$160,497.72
		<i>Subtotal</i>		\$397,411.32	\$160,497.72	\$557,909.04
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68		\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,240,317.52		\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 1,240,317.52		\$1,240,317.52
2020	543-500385	Adult In Home Care	multiple		\$1,240,317.52	\$1,240,317.52
		<i>Subtotal</i>		\$3,071,203.72	\$1,240,317.52	\$4,311,521.24
		<b>Total</b>		\$3,468,615.04	\$1,400,815.24	\$4,869,430.28

**Cornerstone VNA (Vendor Code 230881)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00		\$1,500.00
2018	540-500382	SS Contracts	multiple	\$3,138.07		\$3,138.07
2019	540-500382	SS Contracts	multiple	\$3,138.07		\$3,138.07
2020	540-500382	SS Contracts	multiple		\$ 3,138.07	\$3,138.07
		<i>Subtotal</i>		\$7,776.14	\$3,138.07	\$10,914.21
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12		\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$128,043.68		\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$128,043.68		\$128,043.68
2020	543-500385	Adult In Home Care	multiple		\$ 128,043.68	\$128,043.68
		<i>Subtotal</i>		\$317,054.48	\$128,043.68	\$445,098.16
		<b>Total</b>		\$324,830.62	\$131,181.75	\$456,012.37

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46		\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,780.44		\$6,780.44
2019	540-500382	SS Contracts	multiple	\$6,780.44		\$6,780.44
2020	540-500382	SS Contracts	multiple		\$ 6,780.44	\$6,780.44
		<i>Subtotal</i>		\$16,789.34	\$6,780.44	\$23,569.78
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10		\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$62,271.40		\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$62,271.40		\$62,271.40
2020	543-500385	Adult In Home Care	multiple		\$ 62,271.40	\$62,271.40
		<i>Subtotal</i>		\$154,192.90	\$62,271.40	\$216,464.30
		<b>Total</b>		\$170,982.24	\$69,051.84	\$240,034.08

**The Homemakers Health Services (Vendor Code 154177)**

*(Assigned to Easter Seals New Hampshire - Effective 9/1/18)*

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88		\$32,981.88
2018	540-500382	SS Contracts	multiple	\$69,262.28		\$69,262.28
2019	540-500382	SS Contracts	multiple	\$69,262.28		\$69,262.28
2020	540-500382	SS Contracts	multiple	\$0.00		\$0.00
		<i>Subtotal</i>		\$171,506.44	\$0.00	\$171,506.44
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80		\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$812,033.14		\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$812,033.14		\$812,033.14
2020	543-500385	Adult In Home Care	multiple	\$0.00		\$0.00
		<i>Subtotal</i>		\$2,010,715.08	\$0.00	\$2,010,715.08
		<b>Total</b>		\$2,182,221.52	\$0.00	\$2,182,221.52

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Easter Seals New Hampshire, Inc. (Vendor Code 177204)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple			\$0.00
2018	540-500382	SS Contracts	multiple			\$0.00
2019	540-500382	SS Contracts	multiple			\$0.00
2020	540-500382	SS Contracts	multiple	\$0.00	\$ 69,262.28	\$69,262.28
		<i>Subtotal</i>		\$0.00	\$69,262.28	\$69,262.28
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple			\$0.00
2018	543-500385	Adult In Home Care	multiple			\$0.00
2019	543-500385	Adult In Home Care	multiple			\$0.00
2020	543-500385	Adult In Home Care	multiple	\$0.00	\$ 812,033.14	\$812,033.14
		<i>Subtotal</i>		\$0.00	\$812,033.14	\$812,033.14
		<b>Total</b>		\$0.00	\$881,295.42	\$881,295.42

**Lakes Region Community Services (Vendor Code 177251)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 30% FEDERAL, 70% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77		\$64,681.77
2018	540-500382	SS Contracts	multiple	\$89,061.18		\$89,061.18
2019	540-500382	SS Contracts	multiple	\$89,061.18		\$89,061.18
2020	540-500382	SS Contracts	multiple		\$89,061.18	\$89,061.18
		<i>Subtotal</i>		\$242,804.13	\$89,061.18	\$331,865.31
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95		\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$605,340.38		\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$605,340.38		\$605,340.38
2020	543-500385	Adult In Home Care	multiple		\$605,340.38	\$605,340.38
		<i>Subtotal</i>		\$1,655,889.71	\$605,340.38	\$2,261,230.09
		<b>Total</b>		\$1,898,693.84	\$694,401.56	\$2,593,095.40

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Lake Sunapee Community Health Services (Vendor Code 174248)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50		\$52,532.50
2018	540-500382	SS Contracts	multiple	\$73,565.15		\$73,565.15
2019	540-500382	SS Contracts	multiple	\$73,565.15		\$73,565.15
2020	540-500382	SS Contracts	multiple		\$ 73,565.15	\$73,565.15
		<i>Subtotal</i>		\$199,662.80	\$ 73,565.15	\$273,227.95

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50		\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$246,470.00		\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$246,470.00		\$246,470.00
2020	543-500385	Adult In Home Care	multiple		\$ 246,470.00	\$246,470.00
		<i>Subtotal</i>		\$668,972.50	\$246,470.00	\$915,442.50
		<b>Total</b>		<b>\$868,635.30</b>	<b>\$320,035.15</b>	<b>\$1,188,670.45</b>

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68		\$9,127.68
2018	540-500382	SS Contracts	multiple	\$19,154.20		\$19,154.20
2019	540-500382	SS Contracts	multiple	\$19,154.20		\$19,154.20
2020	540-500382	SS Contracts	multiple	\$0.00	\$ 9,577.10	\$9,577.10
		<i>Subtotal</i>		\$47,436.08	\$9,577.10	\$57,013.18

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40		\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$147,479.60		\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$147,479.60		\$147,479.60
2020	543-500385	Adult In Home Care	multiple	\$0.00	\$ 73,739.80	\$73,739.80
		<i>Subtotal</i>		\$365,180.60	\$73,739.80	\$438,920.40
		<b>Total</b>		<b>\$412,616.68</b>	<b>\$83,316.90</b>	<b>\$495,933.58</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44		\$37,828.44
2018	540-500382	SS Contracts	multiple	\$79,458.84		\$79,458.84
2019	540-500382	SS Contracts	multiple	\$79,458.84		\$79,458.84
2020	540-500382	SS Contracts	multiple	\$0.00		\$0.00
		<i>Subtotal</i>		\$196,746.12	\$0.00	\$196,746.12

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56		\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$246,107.84		\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$246,107.84		\$246,107.84
2020	543-500385	Adult In Home Care	multiple	\$0.00		\$0.00
		<i>Subtotal</i>		\$609,398.24	\$0.00	\$609,398.24
		<b>Total</b>		<b>\$806,144.36</b>	<b>\$0.00</b>	<b>\$806,144.36</b>

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20		\$36,236.20
2018	540-500382	SS Contracts	multiple	\$76,122.80		\$76,122.80
2019	540-500382	SS Contracts	multiple	\$76,122.80		\$76,122.80
2020	540-500382	SS Contracts	multiple		\$76,122.80	\$76,122.80
		<i>Subtotal</i>		\$188,481.80	\$76,122.80	\$264,604.60

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03		\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$189,701.42		\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$189,701.42		\$189,701.42
2020	543-500385	Adult In Home Care	multiple		\$189,701.42	\$189,701.42
		<i>Subtotal</i>		\$469,727.87	\$189,701.42	\$659,429.29
		<b>Total</b>		<b>\$658,209.67</b>	<b>\$265,824.22</b>	<b>\$924,033.89</b>



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**VNA at HCS (Vendor Code 177274)**

<b>05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS, 40% FEDERAL, 60% GENERAL</b>						
<b>Fiscal Year</b>	<b>Class/Object</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Current Modified Budget</b>	<b>Increased (Decreased) Amount</b>	<b>Revised Modified Budget</b>
2017	540-500382	SS Contracts	multiple	\$7,213.94		\$7,213.94
2018	540-500382	SS Contracts	multiple	\$15,127.93		\$15,127.93
2019	540-500382	SS Contracts	multiple	\$15,127.93		\$15,127.93
2020	540-500382	SS Contracts	multiple	\$0.00	\$ 15,127.93	\$15,127.93
		<i>Subtotal</i>		\$37,469.80	\$15,127.93	\$52,597.73
<b>05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT, 45% FEDERAL; 55% GENERAL</b>						
<b>Fiscal Year</b>	<b>Class/Object</b>	<b>Class Title</b>	<b>Job Number</b>	<b>Current Modified Budget</b>	<b>Increased (Decreased) Amount</b>	<b>Revised Modified Budget</b>
2017	543-500385	Adult In Home Care	multiple	\$429,691.74		\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$902,442.36		\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$902,442.36		\$902,442.36
2020	543-500385	Adult In Home Care	multiple	\$0.00	\$ 902,442.36	\$902,442.36
		<i>Subtotal</i>		\$2,234,576.46	\$902,442.36	\$3,137,018.82
		<b>Total</b>		<b>\$2,272,046.26</b>	<b>\$917,570.29</b>	<b>\$3,189,616.55</b>
<b>Grand Totals:</b>				<b>\$18,055,822.57</b>	<b>\$7,188,746.11</b>	<b>\$25,244,568.68</b>



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Home Care Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 795 Main Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,875,505.84
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4/25/19  
Date

Deborah D. Scheetz  
Name: Deborah D. Scheetz  
Title: Director, Division Long Term Supports and Services

Androscoggin Valley Home Care Services

4/15/19  
Date

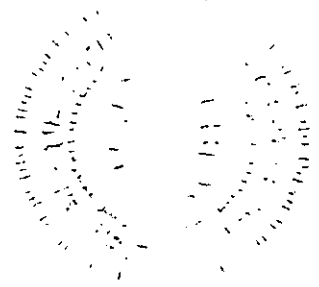
Tom Mackillop  
Name: Tom Mackillop  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of NH, County of Cook on 4/15/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Lisa Farnum  
Signature of Notary Public or Justice of the Peace

Lisa Farnum  
Name and Title of Notary or Justice of the Peace



My Commission Expires: LISA E. FARNUM, Notary Public  
My Commission Expires November 8, 2022

**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

*Nicholas J. Spivack*  
Name: *Nicholas J. Spivack*  
Title: *Sr. Asst. Atty General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

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

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

**Exhibit B-1 Rate Sheet - Amendment #2**

**Adult In-Home Care - AV HomeCare (Coos County)**

**1/1/2017 through 06/30/2017 Service Units**

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	18,349	\$9.58	\$ 175,783.42
Title IIIB In Home Services	1/2 Hour	1,137	\$9.58	\$ 10,892.46
Title IIIB Home Health Aide	1/2 Hour	1,000	\$12.50	\$ 12,500.00
Title IIIB Nursing	1/2 Hour	70	\$24.50	\$ 1,715.00

**7/1/2017 through 06/30/2018 Service Units**

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	36,697	\$10.06	\$ 369,171.82
Title IIIB In Home Services	1/2 Hour	2,274	\$10.06	\$ 22,876.44
Title IIIB Home Health Aide	1/2 Hour	2,000	\$13.13	\$ 26,260.00
Title IIIB Nursing	1/2 Hour	140	\$25.73	\$ 3,602.20

**7/1/2018 through 06/30/2019 Service Units**

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	36,697	\$10.06	\$ 369,171.82
Title IIIB In Home Services	1/2 Hour	2,274	\$10.06	\$ 22,876.44
Title IIIB Home Health Aide	1/2 Hour	2,000	\$13.13	\$ 26,260.00
Title IIIB Nursing	1/2 Hour	140	\$25.73	\$ 3,602.20

**7/1/2019 through 06/30/2020 Service Units**

Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	57,418	\$12.00	\$ 689,019.46
Title IIIB In Home Services	1/2 Hour	5,370	\$12.00	\$ 64,434.30
Title IIIB Home Health Aide	1/2 Hour	4,609	\$16.00	\$ 73,738.08
Title IIIB Nursing	1/2 Hour	140	\$25.73	\$ 3,602.20



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a





request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*TM*

*4/15/19*



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

*TM*

4/15/19

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

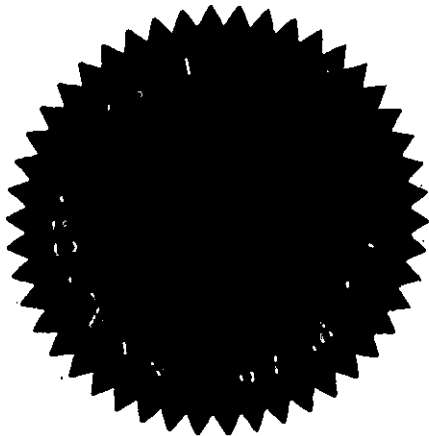
B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# 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 ANDROSCOGGIN VALLEY HOME CARE SERVICES is a New Hampshire nonprofit corporation formed June 24, 1982. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 29<sup>th</sup> day of August A.D. 2016

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

William M. Gardner  
Secretary of State





# CERTIFICATE OF VOTE

I, Bernadette Hallgren, do hereby certify that:

1. I am a duly elected Officer of ANDROSCOGGIN VALLEY HOME CARE SERVICES

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency, duly held on April 15, 2019.

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

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

the 15th day of April, 2019.

4. Tara MacKillop is the duly elected Executive Director of the Agency.

Bernadette Hallgren  
Bernadette Hallgren, Chairperson

STATE OF NEW HAMPSHIRE

County of Coos

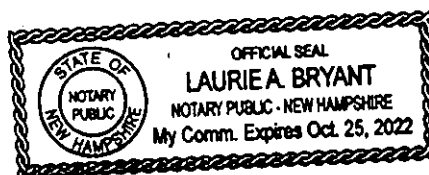
The forgoing instrument was acknowledged before me this 15th day of April, 2019

By Bernadette Hallgren

Laurie A Bryant  
Laurie Bryant, Notary Public

(NOTARY SEAL)

Commission Expires: 10/25/22







## **AVHCS Mission Statement**

Our mission at A. V. Home Care Services is to responsibly provide the best personal care, homemaking and respite possible according to each client's needs

## **AVHCS Vision Statement**

A.V. Home Care Services is dedicated to the integrity and well-being of the community and its citizens as unique individuals. This includes acknowledging the cultural, religious, educational and ethnic differences among people while maintaining a standard of fairness and equality in rendering care to them

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**Financial Statements**

**June 30, 2018 and 2017**

**and**

**Independent Auditor's Report**

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**

**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

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## **INDEPENDENT AUDITOR'S REPORT**

To the Board of Directors  
Androscoggin Valley Home Care Services

We have audited the accompanying financial statements of the Androscoggin Valley Home Care Services (a non-profit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of activities and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Androscoggin Valley Home Care Services as of June 30, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

*Other Matters*

*Supplementary Information*

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

*Wadsworth & Company PC*

Manchester, New Hampshire  
November 29, 2018



**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF FINANCIAL POSITION**  
**June 30, 2018 and 2017**

ASSETS	<u>2018</u>	<u>2017</u>
<b>CURRENT ASSETS:</b>		
Cash and cash equivalents	\$ 252,493	\$ 235,966
Accounts receivable	67,810	69,886
Prepaid expenses	<u>6,974</u>	<u>6,509</u>
<b>TOTAL CURRENT ASSETS</b>	<u><b>327,277</b></u>	<u><b>312,361</b></u>
<b>PROPERTY AND EQUIPMENT AT COST:</b>		
Land	15,000	15,000
Building and improvements	229,603	229,603
Equipment	53,160	53,160
Furniture and fixtures	<u>27,424</u>	<u>27,424</u>
	325,187	325,187
Less accumulated depreciation	<u>227,529</u>	<u>214,831</u>
<b>Property and equipment-net</b>	<u><b>97,658</b></u>	<u><b>110,356</b></u>
<b>OTHER ASSETS:</b>		
Investment in North Country Consortium	<u>128</u>	<u>128</u>
<b>TOTAL OTHER ASSETS</b>	<u><b>128</b></u>	<u><b>128</b></u>
<b>TOTAL ASSETS</b>	<u><b>\$ 425,063</b></u>	<u><b>\$ 422,845</b></u>
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES:</b>		
Accounts payable	\$ 490	\$ 3,273
Accrued expenses	7,066	28,115
Rental security deposit	<u>575</u>	<u>575</u>
<b>TOTAL CURRENT LIABILITIES</b>	<u><b>8,131</b></u>	<u><b>31,963</b></u>
<b>NET ASSETS:</b>		
Unrestricted:		
Undesignated	318,300	292,250
Designated by the governing board for restricted purposes	<u>98,632</u>	<u>98,632</u>
<b>TOTAL NET ASSETS</b>	<u><b>416,932</b></u>	<u><b>390,882</b></u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<u><b>\$ 425,063</b></u>	<u><b>\$ 422,845</b></u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF ACTIVITIES**  
**For the Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
<b>CHANGES IN UNRESTRICTED NET ASSETS:</b>		
Fees and grants from governmental agencies	\$ 566,165	\$ 498,888
Charges for services	75,623	149,065
Contributions	70,420	46,900
Rental income	7,575	1,723
Other	5,832	3,751
Town of Gorham contribution	7,692	11,004
City of Berlin contribution	8,774	8,774
United Way	<u>485</u>	<u>837</u>
<b>TOTAL UNRESTRICTED REVENUES AND GAINS</b>	<u><b>742,566</b></u>	<u><b>720,942</b></u>
<b>EXPENSES:</b>		
Programs:		
Homemaker	239,651	225,689
Health Aide	115,321	156,156
Home Community Based Care	<u>97,755</u>	<u>101,873</u>
Total program expenses	452,727	483,718
Management and general	<u>263,789</u>	<u>256,341</u>
<b>TOTAL EXPENSES</b>	<u><b>716,516</b></u>	<u><b>740,059</b></u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	26,050	(19,117)
<b>NET ASSETS, July 1</b>	<u><b>390,882</b></u>	<u><b>409,999</b></u>
<b>NET ASSETS, June 30</b>	<u><b>\$ 416,932</b></u>	<u><b>\$ 390,882</b></u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**STATEMENTS OF CASH FLOWS**  
**For the Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
<b>Cash Flows From Operating Activities:</b>		
Cash received from clients and third-party reimbursements	\$ 643,350	\$ 639,192
Cash received from contributors	70,420	46,900
Cash received from United Way	485	837
Cash received from local governments	16,980	18,458
Investment income	476	620
Other receipts	10,931	3,429
Cash paid to employees	(569,027)	(540,302)
Cash paid to suppliers	(157,088)	(175,263)
Net Cash Provided (Used) by Operating Activities	<u>16,527</u>	<u>(6,129)</u>
<b>Cash Flows From Investing Activities:</b>		
Purchase of equipment	-	(1,328)
Net Cash Used for Investing Activities	<u>-</u>	<u>(1,328)</u>
Net Increase (Decrease) in Cash and cash equivalents	16,527	(7,457)
Cash and cash equivalents, at beginning of year	235,966	243,423
Cash and cash equivalents, at end of year	<u>\$ 252,493</u>	<u>\$ 235,966</u>
<b>Reconciliation of Increase (Decrease) in Unrestricted Net Assets to Net Cash Provided (Used) by Operating Activities:</b>		
Increase (Decrease) in Unrestricted Net Assets	\$ 26,050	\$ (19,117)
<b>Adjustments to Reconcile Increase (Decrease) in Unrestricted Net Assets to Net Cash Provided (Used) by Operating Activities:</b>		
Depreciation	12,698	13,129
Change in allowance for doubtful accounts		2,158
(Increase) Decrease in accounts receivable	2,076	(10,081)
(Increase) Decrease in prepaid expenses	(465)	2,196
(Decrease) in accounts payable	(2,783)	(767)
Increase (Decrease) in accrued expenses	(21,049)	5,778
Increase in rental security deposit		575
Net Cash Provided (Used) by Operating Activities	<u>\$ 16,527</u>	<u>\$ (6,129)</u>
In-Kind contribution for Professional Services	<u>\$ 2,000</u>	<u>\$ 2,000</u>

*See notes to financial statements*

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS  
For the Years Ended June 30, 2018 and 2017**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization and Purpose**

Androscoggin Valley Home Care Services (the "Organization") was organized as a nonprofit organization and was incorporated on May 12, 1992. The Organization provides health aide and homemaker services to clients of Social Service agencies and to the general public in the City of Berlin, New Hampshire and surrounding areas of Coos County, New Hampshire.

The accounting policies of Androscoggin Valley Home Care Services conform to accounting principles generally accepted in the United States of America as applicable to nonprofit organizations except as indicated hereafter. The following is a summary of significant accounting policies.

**Basis of Presentation**

The financial statements have been prepared in accordance with the reporting pronouncements pertaining to Not-for-Profit Organizations included within the FASB Accounting Standards Codification. The Organization is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted, temporarily restricted, and permanently restricted.

**Pervasiveness of Estimates**

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Significant estimates include the allocation of indirect expenses of programs and supporting services, which are allocated on the schedules of functional expenses based on percentage allocations determined by management.

**Basis of Accounting**

The financial statements have been prepared using the accrual basis of accounting.

Revenues from program services are recorded when earned or received on a cost-reimbursement basis. Other miscellaneous revenues are recorded upon receipt.

**Contributions**

Contributions received by the Organization are recorded as unrestricted, temporarily restricted or permanently restricted support depending upon the existence and/or nature of any donor restrictions.

**Accrued Vacation**

Full-time personnel accrue paid vacation at the rate of 10-15 working days per year. Part-time employees earn vacation time on a pro-rata basis.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2018 and 2017**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Property and Equipment**

Property and equipment are stated at cost or estimated fair market value for donated assets. The Organization's policy is to capitalize expenditures for major improvements and to charge to operations currently for expenses, which do not extend the lives of related assets. The provision for depreciation is determined by the straight-line method at rates intended to amortize the cost of related assets over their estimated useful lives as follows:

	<u>Years</u>
Building and improvements	5 - 39
Equipment	3 - 10
Furniture and fixtures	5 - 10

**Bad Debts**

The Organization uses the direct write-off method for accounting for bad debts. Bad debt expense for the years ended June 30, 2018 and 2017 are \$-0- for 2018 and \$ 2,158 for 2017.

**Income Taxes**

The Organization has received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(3) of the Internal Revenue Code for its exempt function income. In addition, the Organization is not subject to state income taxes.

On July 13, 2006, the FASB issued *Accounting for Uncertainty in Income Taxes – an Interpretation of FASB Codification (ASC) 740*, which changed the way that the Organization is required to treat its uncertain tax positions for financial accounting purposes. FASB (ASC 740) prescribes rules regarding how the Organization should recognize, measure and disclose in its financial statements tax positions that were taken or will be taken on the Organization's tax return that are reflected in measuring current or deferred income tax assets and liabilities for interim or annual periods. Differences between tax positions taken in a tax return and amounts recognized in the financial statements will generally result in an increase in a liability for income taxes payable, or a reduction in a deferred tax asset or an increase in a deferred tax liability. The Organization had no uncertain tax positions as of June 30, 2018 and, accordingly does not have any unrecognized tax benefits that need to be recognized or disclosed in the financial statements. The Organization is subject to unrelated business income taxes (UBI) on its rental income, net of related expenses.

**Cash and Cash Equivalents**

For the purposes of reporting cash flows, the Organization considers all highly liquid investments with an initial maturity of 90 days or less are classified as cash equivalents.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 For the Years Ended June 30, 2018 and 2017**

**NOTE 1—SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Investments**

Investments, if any, consist of certificates of deposit with original maturities of more than 90 days, but less than one year, and are carried at fair value at June 30, 2018 and 2017.

**Concentrations of Credit Risk**

The Organization maintains its cash in various financial institutions located in New Hampshire. At times, these balances exceed federal insured limits. The Organization has not experienced any losses in such accounts. The Organization believes it is not exposed to any significant custodial credit risk on these cash and cash equivalents deposits.

**Fair Value of Financial Instruments**

Cash, trade receivables, accounts payable, accrued expenses and other liabilities are carried in the financial statements at amounts which approximate fair value due to the inherently short-term nature of the transactions. The fair values determined for financial instruments are estimates, which for certain accounts may differ significantly from the amounts which could be realized upon immediate liquidation.

**NOTE 2—ECONOMIC DEPENDENCE**

The Organization's primary source of revenues are fees and grants received from the State of New Hampshire and Medicare reimbursements of \$525,190 and \$458,357, respectively, for the years ended June 30, 2018 and 2017. Revenue is recognized as earned under the terms of the contract and is received on a cost reimbursement basis. Other support originates as allocations from United Way, charges for services for home community-based care programs and private charges for services, contributions and other income. The State of New Hampshire issued new Requests for Proposal and is currently evaluating the responses to the request for proposal. Current contracts levels have been approved through September 30, 2019.

**NOTE 3—ACCRUED EXPENSES**

Accrued expenses consist of the following at June 30:

	<u>2018</u>	<u>2017</u>
Accrued payroll and taxes	\$ 1,898	\$ 11,635
Accrued vacation	5,168	16,480
	<u>\$ 7,066</u>	<u>\$ 28,115</u>

**ANDROSCOGGIN VALLEY HOME CARE SERVICES  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
For the Years Ended June 30, 2018 and 2017**

**NOTE 4—DESIGNATED NET ASSETS**

The governing body has designated certain unrestricted net assets for the following purposes:

	<u>2018</u>	<u>2017</u>
Designated for capital expenditures and facilities management	<u>\$ 98,632</u>	<u>\$ 98,632</u>

**NOTE 5—RETIREMENT PLAN**

The Organization adopted a defined contribution retirement program (SEP Plan). The Organization contributes up to 2% of employee wages, for employees with at least three years of service, to the plan. Pension plan expenses for 2018 and 2017 were \$5,933 and \$6,372, respectively.

**NOTE 6—IN-KIND SERVICES**

The Organization received \$2,000 and \$ 2,000 for in-kind services for professional services for the years ended June 30, 2018 and 2017, respectively.

**NOTE —SUBSEQUENT EVENTS**

Subsequent events have been evaluated through November 29, 2018, which is the date the financial statements were available to be issued.

**ANDROSCOGGIN VALLEY HOME CARE SERVICES**  
**SCHEDULES OF FUNCTIONAL EXPENSES**  
For the Years Ended June 30, 2018 and 2017

**For the Year Ended June 30, 2018**

	Program Services			Total Program Services	Supporting Services	Total Expenses
	Homemaker	Health Aide	Home Based Care Programs		Management and General	
Salaries and wages	\$ 199,470	\$ 90,763	\$ 80,700	\$ 370,933	\$ 173,741	\$ 544,674
Payroll taxes	15,627	7,671	7,261	30,559	12,970	43,529
Insurance	8,886	5,152	3,608	17,646		17,646
Dues and memberships				-	4,444	4,444
Marketing				-	7,340	7,340
Employee benefits				-	5,933	5,933
Miscellaneous	297	601	113	1,011	2,428	3,439
Office				-	11,081	11,081
Occupancy	400	625	163	1,188	16,737	17,925
Professional fees				-	15,319	15,319
Supplies	1,074	731	473	2,278		2,278
Telephone	1,304	815	530	2,649		2,649
Training	1,046			1,046		1,046
Travel	7,632	6,716	4,055	18,403		18,403
Employer required expenses				-	80	80
Postage	982	614	399	1,995	1,018	3,013
State unemployment taxes	2,933	1,633	453	5,019		5,019
Depreciation					12,698	12,698
	<u>\$ 239,651</u>	<u>\$ 115,321</u>	<u>\$ 97,755</u>	<u>\$ 452,727</u>	<u>\$ 263,789</u>	<u>\$ 716,516</u>

**For the Year Ended June 30, 2017**

	Program Services			Total Program Services	Services	Total Expenses
	Homemaker	Health Aide	Home Based Care Programs		Management and General	
Salaries and wages	\$ 182,815	\$ 127,697	\$ 84,738	\$ 395,250	\$ 150,830	\$ 546,080
Payroll taxes	13,629	9,965	6,894	30,488	11,518	42,006
Insurance	13,797	5,861	3,612	23,270		23,270
Dues and memberships				-	5,121	5,121
Marketing				-	4,270	4,270
Employee benefits				-	6,372	6,372
Miscellaneous		844	208	1,052	2,919	3,971
Office				-	15,027	15,027
Occupancy		328		328	13,890	14,218
Professional fees				-	26,696	26,696
Supplies	1,816	747	412	2,975		2,975
Telephone	1,541	755	427	2,723	694	3,417
Training	942			942	2,235	3,177
Travel	7,181	8,302	2,805	18,288		18,288
Employer required expenses	135			135	252	387
Postage				-	3,388	3,388
State unemployment taxes	3,833	1,657	619	6,109		6,109
Bad debts			2,158	2,158		2,158
Depreciation				-	13,129	13,129
	<u>\$ 225,689</u>	<u>\$ 156,156</u>	<u>\$ 101,873</u>	<u>\$ 483,718</u>	<u>\$ 256,341</u>	<u>\$ 740,059</u>



Androscoggin Valley Home Care  
795 Main Street, Berlin NH 03570

Board of Directors

Bernadette Hallgren, RN, Chairperson

Laurie Bryant, RN, Vice Chair

Karen Eichler, RN, Treasurer

Claudette Moynihan, Secretary

Margaret McCLEllan

Cindy Morin

Candice Santy

Louise Valliere, RN, BS

## TARA MACKILLOP, MS, SHRM-CP

### PROFESSIONAL SUMMARY

Professional with over 25 years of experience in Human Services. Extensive experience with at-risk populations. Excel at coaching others and leading teams. Excellent organizational skills and attention to detail. Adjunct Faculty Instructor for Graduate and Undergraduate classes at Springfield College. Recipient of multiple awards for outstanding leadership, performance and professionalism.

Team Orientated  
Project Development  
HR/Coaching/Mentoring

Time Management  
Networking  
Organizational Skills

Microsoft Office Suite  
Education /Training/Development  
Regulatory Compliance

### PROFESSIONAL EXPERIENCE

#### Androscoggin Valley Home Care Services

##### Executive Director

(Aug 2018- Present)

- Oversee staff and day-to-day operations of Home Health Agency (Office Personnel, RN's, LNA's, and Homemakers)
- Stay current and ensure compliance with State and Federal regulations for Home Care Programs
- Development and execution of new opportunities
- Implement policy and evaluation of agency programs
- Active role in the development and expansion of local and state health services
- Represent agency to governmental agencies, professional organizations, community groups, etc.
- Perform all HR functions for the agency

#### Springfield College

##### Adjunct Faculty

(January 2016- present)

- Teach both graduate and under graduate courses in Organizational Leadership/Human Services on 1-2 weekend days a month

#### Human Resources Consulting Inc. (HRCI) Military Contracting Company

(May 2013 – June 2018)

##### Human Resources Generalist/Trainer

- Develop Training Curriculum and conduct training for employees
- Manage HRIS System to include employee records/training
- Provide guidance to employees in regards to onboarding/the new hire process/ leave/benefits
- Conduct Quality reviews of correspondence, documents, policies and processes
- Support HR initiatives to include: E-Verify, compilation of Company Government and Federal Reports, and employee record management. Assist with Workmen's Comp and Benefits for employees

#### Northeastern Family Institute (NFI North)

(1993 - 2013)

##### Regional Director Northern Region of NH

(July 2003 to May 2013)

- Provided oversight of multiple treatment programs to include alternative schools, residential, in-home, shelter care and foster care services catering to the needs of at risk youth and families
- Applied regulatory compliance standards for schools and treatment programs
- Staff Management for 75 employees
- Responsible for development and delivery of 5 million dollar budget covering all facilities
- Designed and implemented process improvement policies and procedures for region
- Select Member of state-wide team directed to improve services for youth and families in the state of New Hampshire

##### Program Director North Country Shelter/Northern NH Youth Services

(May 1998 -July2003)

- Responsible for all clinical and programmatic operations including intake, discharge, counseling, IEP's and Treatment Plans
- Conducted fiscal management activities and performed HR functions to include hiring, firing, and supervision
- Coordinated and delivered staff training
- Ensure community service opportunities were developed for students

Assistant Program Director North Country Shelter

(Sept. 1996 - May 1998)

- Coordinate and implement all staff scheduling, participate in hiring/firing, provided employee management
- Provided individual and group counseling to support clients
- Fiscal responsibilities included balancing of petty cash, check book reconciliation and entire payroll

Family Service Worker North Country Shelter

(Oct. 1993 -Sept.1996)

- Provided Case management and support services to at risk youth and their families
- Consult with probation officers/social workers regarding case plans and write court reports
- Complete in-home assessment of the families, provide mediation and family meetings
- Co-facilitate monthly parent support group

**Positive Progression Group Home**

(October 1991 - October 1993)

**Golden State Group Homes**

(Mar 1991 -Oct 1991)

**Butte County Probation Department and Juvenile Hall**

(Aug 1989 - Mar 1991)

**EDUCATION**

Master of Science in Human Services, Concentration in Organizational Management and Leadership  
Springfield College, December 2012

Bachelor of Science in Social Work  
California State University, Chico May 1990

**OTHER RELEVANT EXPERIENCE**

SHRM-CP Certification  
NH Practice Model Implementation (Youth and Family Engagement)  
Leadership North Country 2006

**TRAINER**

Behavior Modification, Crisis Prevention and Intervention, Professional Boundaries, EEO & Ethics, Risk Management,  
Supervisory and Leadership Skills

# Lisa E. Farnum

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## **Professional Objective:**

I have many years in the leadership field, ranging from retail to banking. Hardworking and dedicated to a team environment. It is my passion to be flexible and organized to enhance productivity. Successful track record in motivating others to contribute to the team in a productive professional manner. Excellent customer service skills and extensive knowledge of office procedures.

## **Highlight of Qualifications:**

- My years of working with the public and supervising people has accelerated my ability to communicate with all types of people. I am passionate about treating everyone as I would like to be treated. Patients and compassion promote effective working relationships.
- Superb customer service skills in financial services and the ability to troubleshoot customer concerns. Efficient in opening, closing, and maintaining customer bank accounts. Confident in decision making when underwriting and funding consumer and mortgage loans.
- Outstanding skill in dealing with vehicle titling and troubleshooting. Processing of warranty contracts, cancelation and claims. Time management skills in driver dispatch, maintaining time logs and coordinating work activities.
- Dependable and trustworthiness to perform delegated opening and closing procedures in a retail capacity as well as Financial Services. Have always been involved in safety procedures. Have been head of the safety committees performing inspections, enforcing policies, reporting and filing with OSHA.
- Excellent filing skills exercised while maintaining and ensuring confidentiality of important files. Extensive knowledge of office equipment. Understanding and accurately completing deposits, daily cash management and balancing. Effective reporting of Weekly/Monthly/Yearly budgets and payroll processing.

**Client Services Coordinator**

AV Home Care Services

Berlin NH

**Office Manager:**

Josselyn's Getaway Cabins

Jefferson NH

**Assistant Office Manager**

Autonorth Pre-Owned Superstore

Gorham NH

**Assistant Branch Manager:**

Northway Bank

Berlin NH

**Assistant Branch Manager:**

Woodlands Credit Union

Gorham NH

**Assistant Store Manager:**

Butson's Supermarket

Gorham NH

## **White Mountains Community College Berlin NH**

## **National Career Readiness Certificate**

Intensive 60-hour professional development course focusing on soft skills and critical thinking skills. Included coursework in communication, conflict resolution, problem solving, team building and customer service; as well as assessments of critical thinking skills in Applied Mathematics, reading for Information, and Locating Information.

Level:     Silver

Issue Date:     Jan. 31<sup>st</sup> 2016

Certificate #     R403188HWF26

The National Career Readiness Certificate is a portable, evidence-based credential that certifies essential skills needed for workplace success. This credential is registered with ACT in the national Career Readiness Certificate database and may be verified at <http://www.act.org/certificate/verify.html>

**Cornell University:**

Vocational School Certificates in retail and Management.

# Barbara Patry

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## Objective

To secure a challenging and responsible position that will allow me to utilize my accounting experience and supervisory skills.

## Summary or Qualifications

Nearly 20 years of experience as a professional manager.

Vast knowledge of Microsoft Excel & Word.

Work on and proficient with ADP Dealer Service system and ADP Inc. payroll system.

Work on and proficient with DealerTrack service system.

Work on and proficient with Quickbook system.

Function well both independently and as a team player; calm under pressure.

Goal-oriented individual with strong leadership capabilities.

Organized and efficient; productive in fast-paced, high pressure atmosphere.

Self-motivated; able to set effective priorities and meet impractical deadlines.

## Experience

### **FINANCE OFFICER | A. V. HOME CARE SERVICES | DECEMBER 2017-PRESENT**

*Provide professional finance management service for A. V. Home Care Services.* Manage finances and bookkeeping for company.

### **EXECUTIVE ASSISTANT | NORDIC CONSTRUCTION SERVICES | MARCH 2017-DECEMBER 2017**

*Provide professional management service for Construction Company.* Manage all finances and bookkeeping for company. Responsible for all daily accounting and cash reconciliations. Perform all aspects of HR to include payroll processing. Responsible for providing owner with a daily operating cash report.

### **OFFICE MANAGER | AUTONORTH PREOWNED SUPERSTORE | JULY 2011-MARCH 2017**

*Provide professional management service for entire auto dealership.* Manage all finances and bookkeeping for company as well as supervise office personnel. Responsible for execution of aspects of accounting to include AR/AP, cash reconciliations, processing of deals and sales commissions. Perform all facets of HR to include payroll processing, associated tax preparation and submission and benefit management. Responsible for creation and calculation of daily operating cost reports and preparation of monthly financial statements.

### **DEPARTMENT SUPERVISOR | DSD MANAGEMENT INC | MARCH 1988-JULY 2017**

- **Provide professional management service for entire Berlin City Dealership auto group.** Manage mortgages for complete auto group, record dividend payments monthly from all associated companies to parent company. Responsible for allocating a portion of company-wide expenses incurred, i.e. data processing expenses, legal expenses, etc., to individual locations. Oversee advertising department and IT department both of which provide service for entire company.
- **Office Accounting** -Responsible for all aspects of accounting in fast paced office environment. Duties include, but not limited to daily bank reconciliations, daily online ACH transfers & wire transfers, accounts payable duties including shopping prices, purchasing and payment to all vendors, accounts receivable, Coop advertising reimbursements, demo logs, general journal entries, maintenance of DOC, and creation of white books.
- **Payroll** -Accountable for all phases of the payroll process. Duties include inputting weekly payroll, performing all aspects of Human Resource from maintaining insurances, time cards and employee personnel files to generating entire auto group's 401k weekly file transfer.
- **Warranty Processing** -First Extended Service Contract warranty maintenance. These duties include submission of final document to service department vendor, processing of service contract cancellations when notified by appropriate party, and input of all authorized claims associated with the service contract.

### **COORDINATOR | NORTH COUNTRY WEEKLY | 1987-1988**

Responsible for calculating prices of ads for various sizes & rates.  
Coordinated creation of ads with actual layout in the newspaper in a timely manner.  
Responsible for servicing customers by telephone or on site.

### **CREW CHIEF | MCDONALD'S RESTAURANT | 1982-1987**

Trained and supervised new employees. Ran shifts-interacted with employees and guests.

### **BOOKKEEPER | WILFRED'S RESTAURANT | 1987**

Accountable for all aspects of record keeping including, but not limited to; payroll calculation, tax payments, checking account reconciliations, placing supply orders, AP and AR.

### **RIDE OPERATOR | STORYLAND | 1980-1981**

## **Education**

**US ARMY RESERVE 1986-1988, PFC, MILITARY POLICE**

**NHCTC, BERLIN NH 1985-1986, INTENDED MAJOR MID-MANAGEMENT**

**UNIVERSITY OF VERMONT, BURLINGTON VT 1983-1984 INTENDED MAJOR PHYSICAL THERAPY**

**BERLIN HIGH SCHOOL, BERLIN NH 1983 GRADUATE**

## **References**

**DONALD NOYES, OWNER AUTONORTH, GORHAM NH (603)723-6284**

**STEVE DION, SAFETY MGR NORDIC CONSTRUCTION SERVICES, BERLIN NH (603)723-7329**

**DANIEL DAGESSE, PRESIDENT DCD AUTOMOTIVE HOLDINGS (561)504-1127**

**ERNIE BLAIS, OWNER CARFLYER LLC, BERLIN NH (603)723-9658**

**Androscoggin Valley Home Care Services**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Tara MacKillop	Executive Director	\$ 59,748	20%	\$ 11,949
Lisa Farnum	Client Service Coordinator	\$ 31,688	60%	\$ 19,013
Barbara Patry	Finance Director	\$ 50,000	25%	\$ 12,500





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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Christine L. Santaniello  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4912 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

January 11, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title III B, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANH3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

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

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		<b>\$267,480.08</b>	<b>\$129,931.24</b>	<b>\$397,411.32</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		<b>\$2,066,999.96</b>	<b>\$1,004,203.76</b>	<b>\$3,071,203.72</b>
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		<b>\$5,237.50</b>	<b>\$2,538.64</b>	<b>\$7,776.14</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		<b>\$213,384.92</b>	<b>\$103,669.56</b>	<b>\$317,054.48</b>
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		<b>\$31,927.72</b>	<b>\$15,508.36</b>	<b>\$47,436.08</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		<b>\$245,784.48</b>	<b>\$119,396.12</b>	<b>\$365,180.60</b>
		<b>Total</b>		<b>\$277,712.20</b>	<b>\$134,904.48</b>	<b>\$412,616.68</b>

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		<b>\$132,399.54</b>	<b>\$64,346.58</b>	<b>\$196,746.12</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		<b>\$410,138.96</b>	<b>\$199,259.28</b>	<b>\$609,398.24</b>
		<b>Total</b>		<b>\$542,538.50</b>	<b>\$263,605.86</b>	<b>\$806,144.36</b>



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Androscoggin Valley Home Care Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 795 Main Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation and Add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$341,603.30 from \$703,108.50 to read: \$1,044,711.80.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Androscoggin Valley Home Care Services

12/28/17  
Date

Karen Eichler  
Name: Karen Eichler  
Title: Secretary/Treasurer

Acknowledgement of Contractor's signature:

State of NH, County of Cook on 12/28/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Rouline Y. Tibbitts  
Signature of Notary Public or Justice of the Peace

Rouline Y. Tibbitts  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 03/22/2022

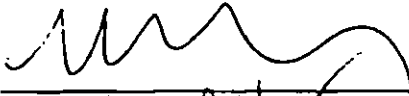
**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

**OFFICE OF THE ATTORNEY GENERAL**

1/19/17  
Date

  
Name: Megan A. K. O'Neil  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

**OFFICE OF THE SECRETARY OF STATE**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

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

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,349	\$9.58	\$175,783.42
In Home Care Services (Title III)	1/2 Hour	1,137	\$9.58	\$10,892.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,000	\$12.50	\$12,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	70	\$24.50	\$1,715.00

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	36,697	\$10.06	\$369,171.82
In Home Care Services (Title III)	1/2 Hour	2,274	\$10.06	\$22,876.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,000	\$13.13	\$26,260.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	140	\$25.73	\$3,602.20

**07/01/2018 through 06/30/2019 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	36,697	\$10.06	\$369,171.82
In Home Care Services (Title III)	1/2 Hour	2,274	\$10.06	\$22,876.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,000	\$13.13	\$26,260.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	140	\$25.73	\$3,602.20

Contractor Initials: KE

Date: 12/28/17



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

KE

12/28/17



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

KE

12/28/17

Attachment A – Amendment #1

**ATTESTATION**

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Karen Eichler, Secretary Treasurer, A.V. Home Care Services  
Name, Title, and Agency Name

Karen Eichler  
Signature

12/28/17  
Date





16  
max

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

*BUREAU OF ELDERLY & ADULT SERVICES*

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3867

603-271-9203 1-800-351-1888

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

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.


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

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

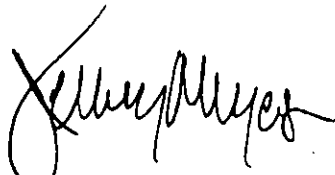
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

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

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

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

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>



**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

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

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prtctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

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


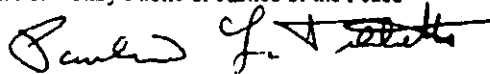
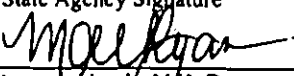
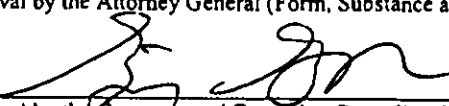
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Androscoggin Valley Home Care Services		1.4 Contractor Address 795 Main Street Berlin, NH 03570	
1.5 Contractor Phone Number 603-752-7505	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$703,108.50
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Bernadette Hallgren Board Chair	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>C005</i>  On <i>Nov, 22, 2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <span style="float: right;">Exp: 02/22/2019</span> [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace PAULINE Y. TIBBETTS, NOTARY PUBLIC			
1.14 State Agency Signature  Date: <i>11/30/16</i>		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <i>12/1/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

#### 12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

#### 14. INSURANCE.

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

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

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

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



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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Coos County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.

**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide, In Home Nursing Services**



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

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

2.2.2. Client Request and Application for Services

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

2.2.3. Client Eligibility Requirements for Services

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

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





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

**2.2.6. Client Fees and Donations**

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

- 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
- 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
- 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



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

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

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

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

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

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

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

2.2.7. Adult Protection Services

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

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

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

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



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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

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

**2.2.13. Privacy and Security of Client Information**

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

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



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

#### 2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

#### 2.2.16. Client Feedback

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

### 3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

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

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.





- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

**Method and Conditions Precedent to Payment**

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

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

**Exhibit B-1 Rate Sheet**

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

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,349	\$9.58	\$175,783.42
In Home Care Services (Title III)	1/2 Hour	1,137	\$9.58	\$10,892.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,000	\$12.50	\$12,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	70	\$24.50	\$1,715.00

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	36,697	\$9.58	\$351,557.26
In Home Care Services (Title III)	1/2 Hour	2,274	\$9.58	\$21,784.92
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,000	\$12.50	\$25,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	140	\$24.50	\$3,430.00

**07/01/2018 through 09/30/2018**

<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,174	\$9.58	\$87,886.92
In Home Care Services (Title III)	1/2 Hour	569	\$9.58	\$5,451.02
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	500	\$12.50	\$6,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	35	\$24.50	\$857.50

Contractor Initials: BH

Date: 12/22/16



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed

19.5. DHHS shall, at its discretion, review and approve all subcontracts.

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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





**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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



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

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

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

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

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

Contractor Name: ANDROSCOGGIN VALLEY  
HOME CARE SERVICES

11/22/16  
Date

Bernadette Halper  
Name:  
Title: Board Chair



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: ANDROSCOGGIN VALLEY  
HOME CARE SERVICES

Bernadette Holguin

Name:  
Title: Board Chair

11/22/16  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

*PH*



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

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

**PRIMARY COVERED TRANSACTIONS**

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

**LOWER TIER COVERED TRANSACTIONS**

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

Contractor Name: ANDROSCOGGIN VALLEY HOME CARE SERVICES

Bernadette Hall  
Name:  
Title: Board Chair

11/22/16  
Date



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

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

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

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

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

Exhibit G

Contractor Initials

BH

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

Date

11/22/16

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name: ANDROSCOGGIN VALLEY  
HOME CARE SERVICES

11/22/16  
Date

Beimodette Hallgren  
Name:  
Title: Board Chair

Exhibit G

Contractor Initials BH

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





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: ANDROSCOGGIN VALLEY  
HOMECARE SERVICES

Bernadette Hallgren  
Name:  
Title: Board Chair

11/22/16  
Date



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

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Contractor Initials BH

Date 1/22/16



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

BH

11/22/16



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

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Exhibit I

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

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

The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director, OHS  
Title of Authorized Representative

11/30/16  
Date

ANDROSCOGGIN VALLEY HOME CARE SERVICES  
Name of the Contractor

Bernadette Hallgren  
Signature of Authorized Representative

Bernadette Hallgren  
Name of Authorized Representative

Chair Board  
Title of Authorized Representative

11/22/16  
Date



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

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

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

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

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

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

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

Contractor Name: *ANDRASCOTT VALLEY  
HOME CARE SERVICES*

*Bernadette Halligan*  
Name:  
Title: *Board Chair*

*11/22/16*  
Date





FORM A

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

1. The DUNS number for your entity is: 75-115-0172
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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



**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Homecare & Family Services, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1320 Woodbury Avenue, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$5,542,574.94.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4/25/19  
Date

Deborah D. Schectz  
Name: Deborah D. Schectz  
Title: Director, Division Long Term Supports & Services

Area Homecare & Family Services, Inc.

4/08/19  
Date

Kearstyn McLean, chair  
Name:  
Title:

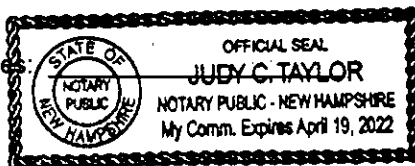
Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 04/08/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Judy Taylor, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires:



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

[Signature]  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

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

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

**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Area Homecare &amp; Family Services, Inc. Adult In-Home Care</b>
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1/1/2017 through 06/30/2017 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	75,836	\$9.58	\$ 726,508.88
Title III B In Home Services	1/2 Hour	3,412	\$9.58	\$ 32,686.96
Title III B Home Health Aide	1/2 Hour	0	\$12.50	\$ -
Title III B Nursing	1/2 Hour	0	\$24.50	\$ -

7/1/2017 through 06/30/2018 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	151,671	\$10.06	\$ 1,525,810.26
Title III B In Home Services	1/2 Hour	6,824	\$10.06	\$ 68,649.44
Title III B Home Health Aide	1/2 Hour	0	\$13.13	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

7/1/2018 through 06/30/2019 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	151,671	\$10.06	\$ 1,525,810.26
Title III B In Home Services	1/2 Hour	6,824	\$10.06	\$ 68,649.44
Title III B Home Health Aide	1/2 Hour	0	\$13.13	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

7/1/2019 through 06/30/2020 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	127,151	\$12.00	\$ 1,525,810.26
Title III B In Home Services	1/2 Hour	5,721	\$12.00	\$ 68,649.44
Title III B Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



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Exhibit K

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard-copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section.IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

**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 AREA HOMECARE FAMILY SERVICES, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on January 27, 1972. 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: 61207

Certificate Number: 0004489724



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2019.

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

William M. Gardner  
Secretary of State



**CERTIFICATE OF VOTE**

1. Marisa Lister, Treasurer, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Area Home Care & Family Services.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 12/18/2018.  
(Date)

**RESOLVED:** That the Chair - Board of Directors  
(Title of Contract Signatory)

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

3: The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8<sup>th</sup> day of April, 2019.  
(Date Amendment Signed)

4. Kearstin McNamara is the duly elected Chair - BOD  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Marisa Lister  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

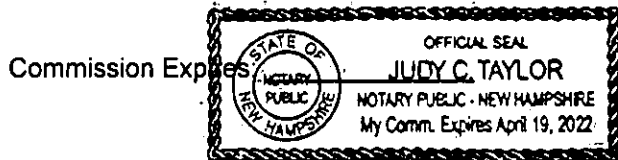
County of Buckingham

The forgoing instrument was acknowledged before me this 8<sup>th</sup> day of April, 2019.

By Marisa Lister  
(Name of Elected Officer of the Agency)

Judy C. Taylor  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

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

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

<b>PRODUCER</b> Masiello Insurance Agency, Inc. An Optisure Risk Partner 234 Lafayette Road Hampton NH 03842	<b>CONTACT NAME:</b> Jamie DeStefano <b>PHONE (A/C, No, Ext):</b> (603) 601-1279 <b>E-MAIL ADDRESS:</b> jamied@masiello.com	<b>FAX (A/C, No):</b> (603) 215-2857	
	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> Area HomeCare & Family Services, Inc. The Ballard Building 1320 Woodbury Avenue Portsmouth NH 03801	<b>INSURER A:</b> Hanover Insurance Company		22292
	<b>INSURER B:</b> Wesco Insurance Co		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
	<b>INSURER F:</b>		

**COVERAGES**

CERTIFICATE NUMBER: CL1941206626

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZHV926516407	08/09/2018	08/09/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ Included
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/>			ABV926528107	08/09/2018	08/09/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> RETENTION \$ 0			UHV926587607	08/09/2018	08/09/2019	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N	WWC3412742	05/01/2019	05/01/2020	PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability Occurrence Form			ZHV926516407	08/09/2018	08/09/2019	Each Occurrence 1,000,000 Aggregate 3,000,000

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

Evidence of Coverage

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire DHHS Bureau of Elderly & Adult 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 <i>Jamie B. DeStefano</i>
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Area HomeCare & Family Services, Inc.

**Mission Statement**  
**Bylaws - Article III**  
**Section 3.1 Powers and Purposes**

The purpose of the corporation shall be to;

*Our mission is to provide non-medical in-home care services to low-income elderly and adults with disabilities or chronic illnesses, so they may remain in their homes for as long as possible.*

AREA HOMECARE & FAMILY SERVICES, INC.

FINANCIAL STATEMENTS AND OTHER INFORMATION

Year Ended June 30, 2018  
with Summarized Financial Information  
for the Year Ended June 30, 2017

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Sanders & Karcher  
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

To the Board of Directors  
Area HomeCare & Family Services, Inc.  
Portsmouth, New Hampshire

**Report on the Financial Statements**

We have audited the accompanying financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization) as of June 30, 2018 which comprise the statement of financial position and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements.

**Management's Responsibility for the Financial Statements**

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

**Auditor's Responsibility**

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

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

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

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Area Homecare & Family Services, Inc. as of June 30, 2018, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited Area Homecare & Family Services, Inc.'s financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 27, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

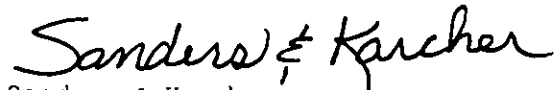
**Other Matters**

Other information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of findings and questioned costs is presented for purposes of additional analysis and is not a required part of these financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, and is also not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other procedures in accordance with accounting principles generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

**Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated October 15, 2018, on our consideration of Area HomeCare & Family Services, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control over financial reporting on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering whether Area HomeCare & Family Services, Inc.'s internal control over financial reporting and compliance.

  
Sanders & Karcher  
Portsmouth, New Hampshire  
October 15, 2018

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF FINANCIAL POSITION  
June 30,

	2018			2017
	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Total</u>	<u>Total</u>
<b>ASSETS</b>				
<b>CURRENT ASSETS</b>				
Cash and cash equivalents	\$ 576,224	\$ 4,370	\$ 580,594	\$ 407,931
Accounts receivable, net of allowance of \$1,000 for both years	159,830	-	159,830	192,552
Unconditional promises to give	-	21,593	21,593	28,852
Investments at fair value	621,676	-	621,676	583,815
Prepaid expenses	<u>1,005</u>	<u>-</u>	<u>1,005</u>	<u>1,005</u>
Total current assets	1,358,735	25,963	1,384,698	1,214,155
PROPERTY & EQUIPMENT, net of accumulated depreciation of \$259,747 & \$249,538, respectively	<u>235,088</u>	<u>-</u>	<u>235,088</u>	<u>245,295</u>
<b>TOTAL ASSETS</b>	<b>\$ <u>1,593,823</u></b>	<b>\$ <u>25,963</u></b>	<b>\$ <u>1,619,786</u></b>	<b>\$ <u>1,459,450</u></b>
<b>LIABILITIES AND NET ASSETS</b>				
<b>CURRENT LIABILITIES</b>				
Accounts payable	\$ 1,540	\$ -	\$ 1,540	\$ 1,405
Accrued expenses	67,965	-	67,965	67,353
Total current liabilities	<u>69,505</u>	<u>-</u>	<u>69,505</u>	<u>68,758</u>
<b>NET ASSETS</b>				
Board designated	425,000	-	425,000	425,000
Unrestricted	1,099,318	-	1,099,318	936,840
Temporarily restricted	<u>-</u>	<u>25,963</u>	<u>25,963</u>	<u>28,852</u>
Total net assets	<u>1,524,318</u>	<u>25,963</u>	<u>1,550,281</u>	<u>1,390,692</u>
<b>TOTAL LIABILITIES AND NET ASSETS</b>	<b>\$ <u>1,593,823</u></b>	<b>\$ <u>25,963</u></b>	<b>\$ <u>1,619,786</u></b>	<b>\$ <u>1,459,450</u></b>

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



AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF ACTIVITIES  
Years Ended June 30,

	2018		2017	
	Unrestricted	Temporarily Restricted	Total	Total
<b>PUBLIC SUPPORT AND REVENUES</b>				
<b>PUBLIC SUPPORT</b>				
Government contracts and grants	\$ 36,952	\$ 1,509,837	\$ 1,546,789	\$ 1,606,203
Local municipalities	-	37,368	37,368	47,906
Contributions	-	8,074	8,074	3,456
Total public support	<u>36,952</u>	<u>1,555,279</u>	<u>1,592,231</u>	<u>1,657,565</u>
<b>REVENUES</b>				
Private services	17,552	-	17,552	21,193
Investment return	38,810	-	38,810	76,095
Total revenues	<u>56,362</u>	<u>-</u>	<u>56,362</u>	<u>97,288</u>
Public support and revenues	93,314	1,555,279	1,648,593	1,754,853
<b>NET ASSETS RELEASED FROM RESTRICTIONS</b>				
Satisfaction of usage restrictions	1,529,316	( 1,529,316)	-	-
Satisfaction of time restrictions	28,852	( 28,852)	-	-
Total public support, revenues and restrictions released	<u>1,651,482</u>	<u>( 2,889)</u>	<u>1,648,593</u>	<u>1,754,853</u>
<b>EXPENSES</b>				
Program services	1,309,609	-	1,309,609	1,352,280
Management and general	179,395	-	179,395	187,849
Total expenses	<u>1,489,004</u>	<u>-</u>	<u>1,489,004</u>	<u>1,540,129</u>
CHANGE IN NET ASSETS	162,478	( 2,889)	159,589	214,724
NET ASSETS, Beginning of year	<u>1,361,840</u>	<u>28,852</u>	<u>1,390,692</u>	<u>1,175,968</u>
NET ASSETS, End of year	\$ <u>1,524,318</u>	\$ <u>25,963</u>	\$ <u>1,550,281</u>	\$ <u>1,390,692</u>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENTS OF CASH FLOWS  
Years Ended June 30,

	2018	2017
CASH FLOWS FROM OPERATING ACTIVITIES		
Cash received from public support	\$ 1,633,159	\$ 1,669,647
Cash received from private services	17,552	21,193
Cash received from investments	25,474	18,031
Cash paid for expenses	(1,478,048)	(1,580,962)
Net cash provided by operating activities	198,137	127,909
CASH FLOWS FROM INVESTING ACTIVITIES		
Cash paid for investments	(25,474)	(18,031)
Net cash used by investing activities	(25,474)	(18,031)
CASH FLOWS FROM FINANCING ACTIVITIES	-	-
NET INCREASE IN CASH	172,663	109,878
CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR	407,931	298,053
CASH AND CASH EQUIVALENTS, END OF YEAR	\$ 580,594	\$ 407,931
ADJUSTMENTS TO RECONCILE CHANGES IN NET ASSETS TO NET CASH PROVIDED BY OPERATING ACTIVITIES		
Increase in net assets	\$ 159,589	\$ 214,724
Adjustments to reconcile changes in net assets to net cash provided by operating activities		
Depreciation	10,209	10,496
Unrealized gain on investments	(12,389)	(57,926)
(Increase) decrease in:		
Accounts receivable	32,722	13,853
Unconditional promises to give	7,259	(1,909)
Increase (decrease) in:		
Accounts payable	135	(9,491)
Accrued expenses	612	(41,838)
Total adjustments	38,548	(86,815)
NET CASH PROVIDED BY OPERATING ACTIVITIES	\$ 198,137	\$ 127,909

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

AREA HOMECARE & FAMILY SERVICES, INC.  
STATEMENT OF FUNCTIONAL EXPENSES  
Years Ended June 30,

	2018			2017
	In-Home Care and Homemakers	Management and General	Total	Total
Salaries and wages	\$ 981,993	\$ 122,565	\$ 1,104,558	\$ 1,160,374
Payroll taxes	74,821	9,262	84,083	89,150
Employee benefits	71,801	17,294	89,095	74,106
Travel	41,407	1,441	42,848	42,220
Payroll service fees	5,596	654	6,250	6,577
Consulting	2,604	651	3,255	-
Insurance	43,490	10,872	54,362	64,479
Maintenance	13,654	3,416	17,070	15,075
Bank service charges	118	34	152	112
Conference and meetings	6,804	524	7,328	9,222
Dues and subscriptions	448	194	642	658
Licenses	200	155	355	430
Community assistance	1,957	750	2,707	12,571
Miscellaneous	3,863	147	4,010	2,761
Office	15,340	2,474	17,814	10,264
Accounting fees	9,749	2,437	12,186	13,713
Telephone	5,472	1,368	6,840	7,418
Uniforms	888	-	888	781
Utilities	5,087	1,272	6,359	6,061
Advertising	402	-	402	296
Printing	1,382	345	1,727	1,576
Supplies	2,182	545	2,727	3,179
Postage	5,223	954	6,177	7,886
Depreciation	8,168	2,041	10,209	10,496
Bad debt	6,960	-	6,960	724
<b>TOTAL EXPENSES</b>	<b>\$ <u>1,309,609</u></b>	<b>\$ <u>179,395</u></b>	<b>\$ <u>1,489,004</u></b>	<b>\$ <u>1,540,129</u></b>

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

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS  
Year ended June 30, 2018

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization

Area HomeCare & Family Services, Inc. was incorporated as a non-profit organization under Section 501(c)(3) of the Internal Revenue Code in 1979. The Organization provides non-medical in-home care services in Rockingham County, New Hampshire. These services are provided to the elderly and adults with disabilities and/or chronic illnesses so that they may remain in their homes for as long as possible.

The major program of Area HomeCare & Family Services, Inc. is In-Home Care Services which provide companionship, emotional support and services such as food shopping, errands, assistance with meals and other related services.

Basis of Accounting

Income and expenses are reported on the accrual basis, which means that income is recognized as it is earned or when promises are made and expenses are recognized as they are incurred whether or not cash is received or paid out at that time.

Financial Statement Presentation

Area HomeCare and Family Services, Inc. presents its financial statements in accordance with recommendations of the Accounting Standards Codification No. 958-210, "Financial Statements of Not-for-Profit Organizations". Under ASC No. 958-210, Area HomeCare and Family Services, Inc. is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets.

Investment Valuation and Income Recognition

The Organization's investments as of June 30, 2018 are stated at fair value. Shares of the separate investment accounts are valued at quoted market prices, which represent the net value of shares held by the Organization at year-end. Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. As of June 30, 2018, investments have a market value of \$621,676 cost basis of \$557,288 and unrealized gains of \$64,388.

Cash and Cash Equivalents

For purposes of the statement of cash flows, Area HomeCare & Family Services, Inc. considers all highly liquid investments available for current use with an initial maturity of three months or less to be cash equivalents.

Allowance for Doubtful Accounts

An allowance for doubtful accounts is established based on historical experience and management's evaluation of outstanding accounts receivable at the end of each year. The allowance for doubtful accounts was \$1,000 for years ended June 30, 2018 and 2017.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2018

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Unconditional Promises to Give

Contributions are recognized when the donor makes a promise to give to the Organization that is, in substance, unconditional. Contributions that are restricted by the donor are reported as increases in unrestricted net assets if the restrictions expire in the fiscal year in which the contributions are recognized. All other donor-restricted contributions are reported as increases in temporarily or permanently restricted net assets depending on the nature of the restrictions. When a restriction expires, temporarily restricted net assets are reclassified to unrestricted net assets. An allowance for uncollectible unconditional pledges is established based on historical experience and management's evaluation of outstanding unconditional pledges at the end of each year. As of June 30, 2018 and 2017 management considers all pledges to be collectable.

Unconditional promises to give consisted of the following as of June 30,

	2018	2017
Town warrants	\$ <u>21,593</u>	\$ <u>28,852</u>

All amounts are due in less than one year.

Property and Equipment

Building and equipment have been recorded at cost and depreciated over the following estimated useful lives of the assets using the straight-line method of depreciation.

Building and improvements.....	40 years
Equipment.....	5-10 years
Furniture and fixtures.....	5-10 years

Maintenance and repairs are charged to expense as incurred, major renewals and betterments are capitalized. Depreciation expense was \$10,209 and \$10,496 for the years ended June 30, 2018 and 2017, respectively.

Accrued Earned Time

Area HomeCare & Family Services, Inc. have accrued a liability for future compensated leave time that is vested with the employees.

Contributions

Contributions received are recorded as unrestricted, temporarily restricted or permanently restricted support depending on the existence or nature of any donor restrictions.

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2018

NOTE A - SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Functional Allocation of Expenses

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

Use of Estimates

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

Income Taxes

Area HomeCare & Family Services, Inc. is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code and, therefore, has made no provision for Federal income taxes in the accompanying financial statements. In addition, the Organization has been determined by the Internal Revenue Service not to be a private foundation within the meaning of Section 509(a) of the Internal Revenue Code.

Subsequent Events

Subsequent events have been evaluated through October 15, 2018, the date the financial statements were available to be issued.

NOTE B - ACCOUNTS RECEIVABLE

Area HomeCare & Family Services, Inc. utilizes the allowance method for bad debts on client receivables. Client receivables were due from the following sources as of June 30,

<u>2018</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$( 8,133)	\$ -	\$( 8,133)
Medicaid - Title XIX	4,087	-	4,087
Clients	6,120	1,000	5,120
Grants and contracts	156,801	-	156,801
Employees	1,955	-	1,955
TOTALS	\$ <u>160,830</u>	\$ <u>1,000</u>	\$ <u>159,830</u>
<u>2017</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Total, net</u>
Medicaid - HC/BC	\$( 7,496)	\$ -	\$( 7,496)
Medicaid - Title XIX	8,019	-	8,019
Clients	6,828	1,000	5,828
Grants and contracts	184,306	-	184,306
Employees	1,895	-	1,895
TOTALS	\$ <u>193,552</u>	\$ <u>1,000</u>	\$ <u>192,552</u>

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2018

NOTE C - INVESTMENTS AT FAIR VALUE

Investments consist of mutual funds, money market funds and corporate bonds. Area HomeCare and Family Services, Inc. records its investments at their fair values in the statement of financial position. Unrealized gains and losses are included in the change in net assets and are reported as an investment return.

The following is a description of the valuation methodologies used for assets measured at fair value. Common stocks, corporate bonds and U.S. government securities: Valued at the closing price reported on the active market on which the individual securities are traded. Mutual and money market funds: Valued at the net asset value of shares held by the plan at year end.

The methods described above may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, while the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

The Organization reports under the Fair Value Measurements, which established a framework for measuring fair value. That framework provides a fair value hierarchy that prioritizes the inputs of valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurement) and the lowest priority to unobservable inputs (level 3 measurements).

Level 1 - Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Plan has the ability to access.

Investments, all at level 1, consist of the following as of June 30, 2018:

	Cost	Fair Value	Unrealized Gain
Money Market Funds	\$ 4,468	\$ 4,468	\$ -
Mutual Funds	<u>552,820</u>	<u>617,208</u>	<u>64,388</u>
TOTALS	<u>\$ 557,288</u>	<u>\$ 621,676</u>	<u>\$ 64,388</u>

Investments, all at Level 1, consist of the following as of June 30, 2017:

	Cost	Fair Value	Unrealized Loss
Money Market Funds	\$ 4,440	\$ 4,440	\$ -
Mutual Funds	<u>527,376</u>	<u>579,375</u>	<u>51,999</u>
TOTALS	<u>\$ 531,816</u>	<u>\$ 583,815</u>	<u>\$ 51,999</u>

AREA HOMECARE & FAMILY SERVICES, INC.  
 NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
 Year Ended June 30, 2018

NOTE D - LINE OF CREDIT

Area HomeCare & Family Services, Inc. has a \$170,000 revolving line of credit established to provide working capital support. The agreement requires monthly interest only payments of prime plus 1% and is secured by all business assets and real property. As of June 30, 2018 the interest rate was 5.25% and the outstanding balance was \$0. The line of credit is due in full upon lender's demand.

Area HomeCare & Family Services, Inc. also has a line of credit, borrowed against securities held at Edward Jones. The approved credit amount as of June 30, 2018 was \$308,604; based on the value of the investments which could change daily. Should the value of this collateral significantly decline, the Organization may be required to deposit cash or additional securities or sell securities in the account. The interest rate will vary depending on the borrowed amount. As of June 30, 2018 the interest rate was 4.75% and the outstanding balance was \$0.

NOTE E - ACCRUED EXPENSES

Accrued expenses consist of the following at June 30,

	2018	2017
Accrued earned time	\$ 43,941	\$ 43,831
Accrued salaries	20,346	21,125
Accrued payroll taxes	1,549	346
Accrued travel	705	2,016
Accrued postage	27	35
Other withholdings	<u>1,397</u>	<u>1,355</u>
<b>TOTALS</b>	<b>\$ <u>67,965</u></b>	<b>\$ <u>68,708</u></b>

NOTE F - LEASING ARRANGEMENTS

Area HomeCare & Family Services, Inc. entered into a non-cancellable operating lease for a HP Laserjet Copier with Leaf Funding, Inc. which began in July, 2015. The lease requires monthly payments of \$148, including taxes, for 60 months.

Future minimum lease payments are as follows for the years ended June 30,

2019.....	\$ 1,773
2020.....	\$ 1,773



AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2018

NOTE G - RISK CONCENTRATION AND ECONOMIC DEPENDENCE

Area HomeCare & Family Services, Inc. derives significant revenue from grants and contracts with other nonprofit organizations and government agencies. Continuation of certain programs is dependent upon such revenues.

Grants receivable, accounts receivable and unconditional promises to give were primarily due from governmental agencies.

NOTE H - RESTRICTIONS ON NET ASSETS

Temporarily restricted net assets represents donor and time restricted funding. Temporarily restricted net assets consist of the following as of June 30,

	2018	2017
Town warrants	\$ <u>25,963</u>	\$ <u>28,852</u>

NOTE I - CONTRACTS, FEES AND GRANTS FROM GOVERNMENT AGENCIES

Contracts, fees and grants from government agencies consist of the following for the years ended June 30,

	2018	2017
New Hampshire Division of Elderly and Adult Services		
-- Title XX	\$ 1,361,218	\$ 1,426,998
-- Title III	68,619	61,714
Medicaid - HC/BC	25,713	9,877
-- Title XIX	11,239	19,114
Other	80,000	88,500
TOTALS	\$ <u>1,546,789</u>	\$ <u>1,606,203</u>

NOTE J - CONTINGENT LIABILITIES

Area Homecare and Family Services, Inc. received money under various state and federal grants. Under the terms of these grants, the Organization is required to use the money within the grant period for purposes specified in the grant proposal. If expenditures of the grant were found not to have been made in compliance with the proposal, the organization might be required to repay the grantors' funds. Because specific amounts, if any, have not been determined by grantor agency audits or assessed as of June 30, 2018, no provision has been made for this contingency.

AREA HOMECARE & FAMILY SERVICES, INC.  
NOTES TO FINANCIAL STATEMENTS (CONTINUED)  
Year Ended June 30, 2018

NOTE K - CONCENTRATION OF CREDIT RISK

As of June 30, 2018, the organization has a cash balance held by a bank that was in excess of the amount insured by the Federal Deposit Insurance Corporation. The uninsured amount was \$330,595.

NOTE L - SUMMARIZED FINANCIAL INFORMATION

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with generally accepted accounting principles. Accordingly, such information should be read in conjunction with the organization's financial statements for the year ended June 30, 2017, from which the information was derived.

OTHER INFORMATION

AREA HOMECARE & FAMILY SERVICES, INC.  
 SCHEDULES OF EXPENDITURES OF FEDERAL AWARDS  
 Years ended June 30,

Federal Grantor/ Pass-Through Grantor/ Program Title <u>U.S. Department of Health and Human Services</u>	2018			2017	
	Federal CFDA Number	Agency or Pass-Through Number(s)	Program or Award Amount	Federal Disburse- ments	Federal Disburse- ments
Passed through State of New Hampshire Department of Health and Human Services:					
Administration for Children and Families Social Services Block Grant	93.667	9255-543 -500385	\$ 816,731	\$ 816,731	\$ 652,013
Older Americans Act Title III Administration on Aging Services Grant	93.044	7872-540 -500382	34,996	34,996	18,428
<u>U.S. Department of Housing and Urban Development</u>					
Passed through City of Portsmouth, NH:					
Community Development Block Grants	14.218	-	-	-	8,500
TOTALS			\$ <u>851,727</u>	\$ <u>851,727</u>	\$ <u>678,941</u>

NOTE A - BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards includes the federal grant activity of Area HomeCare & Family Services, Inc. and is presented on the accrual basis of accounting. The information in this schedule is presented in accordance with the requirements of Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented or used in preparation of the financial statements.

INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH GOVERNMENT AUDITING STANDARDS

To the Board of Directors  
Area HomeCare & Family Services, Inc.

We have audited, in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Area HomeCare & Family Services, Inc. (a nonprofit organization), which comprise the statement of financial position as of June 30, 2018 and the related statements of activities, functional expenses and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated October 15, 2018.

**Internal Control over Financial Reporting**

In planning and performing our audit, we considered Area HomeCare & Family Services, Inc.'s internal control over financial reporting (internal control) in order to determine our audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing our opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

**Compliance and Other Matters**

As part of obtaining reasonable assurance about whether Area HomeCare & Family Services, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

**Purpose of this Report**

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the organization's internal control or on compliance. This report is an integral part of an audit performed in accordance with Government Auditing Standards in considering the organization's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

*Sanders & Karcher*

Sanders & Karcher  
Portsmouth, New Hampshire  
October 15, 2018

INDEPENDENT AUDITOR'S REPORT ON COMPLIANCE FOR EACH MAJOR PROGRAM AND ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

To the Board of Directors  
Area HomeCare & Family Services, Inc.

**Report on Compliance for Each Major Federal Program**

We have audited Area HomeCare & Family Services, Inc.'s compliance with the types of compliance requirements described in the OMB Compliance Supplement that could have a direct and material effect on each of Area HomeCare & Family Services, Inc.'s major federal programs for the year ended June 30, 2018. Area HomeCare & Family Services, Inc.'s major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

**Management's Responsibility**

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

**Auditor's Responsibility**

Our responsibility is to express an opinion on compliance for each of Area HomeCare & Family Services, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Area HomeCare & Family Services, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Area HomeCare & Family Services, Inc.'s compliance.

**Opinion on Each Major Federal Program**

In our opinion, Area HomeCare & Family Services, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2018.

**Report on Internal Control Over Compliance**

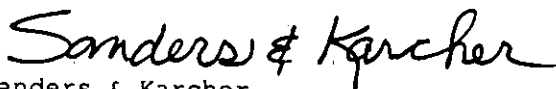
Management of Area HomeCare & Family Services, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Area HomeCare & Family Services, Inc.'s internal control over compliance with

the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Area HomeCare & Family Services, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.



Sanders & Karcher  
Portsmouth, New Hampshire  
October 15, 2018



AREA HOMECARE & FAMILY SERVICES, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS  
Year ended June 30, 2018

Section 1 - Summary of Auditor's Results

Financial Statements

Type of auditor's report issued: Unqualified

Internal control over financial reporting:

- Material weakness(es) identified:                     yes    no
- Reportable condition(s) identified that are  
not considered to be material weaknesses?             yes    none  
reported

Noncompliance material to financial statements noted?  yes    no

Federal Awards

Internal control over major programs:

- Material weakness(es) identified:                     yes    no
- Reportable condition(s) identified that are  
not considered to be material weaknesses?             yes    none  
reported

Type of auditor's report issued on compliance for major programs:

Unqualified

Any audit findings disclosed that are required to be reported  
in accordance with 2 CFR 200.516(a)?    yes    no

AREA HOMECARE & FAMILY SERVICES, INC.  
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)  
Year ended June 30, 2018

Identification of major programs:

<u>CFDA Number(s)</u>	<u>Name of Federal Program or Cluster</u>
93.667	Administration for Children and Families Social Services Block Grant

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Dollar threshold used to distinguish between type A and type B programs:

\$ 750,000

Auditee qualified as low-risk auditee?                     yes     no

**Section II - Financial Statement Findings**

NONE.

**Section III - Federal Award Findings and Questioned Costs**

NONE.

# AREA HOMECARE & FAMILY SERVICES, INC.

Ballard Building

1320 WOODBURY AVENUE, PORTSMOUTH, NH 03801

(603) 436-9059

## FY2018 BOARD OF DIRECTORS

NAME	ORGANIZATION, MAILING ADDRESS AND PHONE NUMBER	PROFESSION	OFFICE ----- COMMITTEE	DATE TERM BEGAN & EXP. DATE	TELEPHONE NUMBER EMAIL
Kearstin McNamara	North Hampton, NH	Broker/Consultant Employee Benefits	Chair	2014-2020	
Ben Woodhouse	North Hampton, NH	Finance	Vice-Chair	2017-2023	
Mari B. Lister	Portsmouth, NH	Client Services, M&A Investment Bank	Treasurer	2015-2021	
Karen Kinnaly	New Castle, NH	RN	Secretary	2015-2021	
Mike Schwartz	Portsmouth, NH	Law Enforcement	All	2014-2020	
Phillip Saltmarsh	Portsmouth, NH	Architect	All	2015-2021	
Chris Eaton	Portsmouth, NH	Retired Elder Services BEAS – State of NH	All	2017-2023	
Karyn Cumberland	Stratham, NH	Lawyer	All	2019-2025	

# **AREA HOMECARE & FAMILY SERVICES, INC.**

## **ADVISORY BOARD**

<b>John Bosen, Esquire</b>	<b>Portsmouth, NH</b>	<b>Attorney</b>
<b>Gordon McColleston</b>	<b>Rye, NH</b>	<b>Retired/CEO Nonprofit</b>
<b>Jamie DeStefano</b>	<b>Newmarket, NH</b>	<b>Business</b>

## **PERSONNEL**

<b>Judy Taylor</b>	<b>Seabrook, NH</b>	<b>Executive Director</b>
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**MaryJane Walsh**

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**Employment History:**

- January 2003- Present      **Area HomeCare & Family Services, Portsmouth, NH**  
**Program Director of In-Home Care Services:**
- June 2000- January 2003      **Area HomeCare & Family Services, Portsmouth, NH**  
**Assistant Director of Homemaker Services:**  
Assists in the daily supervision of thirty five staff who provide homecare services to six hundred elderly and people with disabilities. Duties included managing funds and scheduling for ADRD program, responsible for scheduling, intake, income eligibility assessment and re-certification of clients.
- August 1999- June 2000      **Area HomeCare & Family Services, Portsmouth, NH**  
**Parent Aide / Scheduler:** Duties included, supervised visits between foster children and their non-custodial parents, assisting non-custodial parents on appropriate ways to interact with their children.
- September 1998- June 1999      **Great Bay Kids Company, Exeter, NH**  
**Assistant Teacher:** Duties included planning classroom activities, assisting the site director, and parent/teacher conferences.
- June 1997- August 1999      **Wentworth By the Sea Country Club, Rye, NH**  
**Assistant Camp Director / Counselor**

**Education:**

- 2003 – 2004      Antioch New England Graduate School  
Community Health Care Management Certificate Program
- 1995-1999      University of New Hampshire, Durham, NH  
Major: Sociology
- 1994-1995      Sacred Heart University, Fairfield CT.

**Area HomeCare & Family Services, Inc.**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Judy Taylor	Executive Director	79,000	77%	60,830
MaryJaneWalsh	Program Director	58,900	77%	45,353



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mae

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>



Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANH3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

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

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		<b>\$267,480.08</b>	<b>\$129,931.24</b>	<b>\$397,411.32</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		<b>\$2,066,999.96</b>	<b>\$1,004,203.76</b>	<b>\$3,071,203.72</b>
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		<b>\$5,237.50</b>	<b>\$2,538.64</b>	<b>\$7,776.14</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		<b>\$213,384.92</b>	<b>\$103,669.56</b>	<b>\$317,054.48</b>
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Area Homecare & Family Services, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1320 Woodbury Avenue, Portsmouth, NH 03801.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$1,290,939.38 from \$2,657,175.86 to read: \$3,948,115.24.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services

This amendment shall be effective upon the date of Governor and Executive Council approval.

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

11/0/15  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Area Homecare and Family Services

12/27/17  
Date

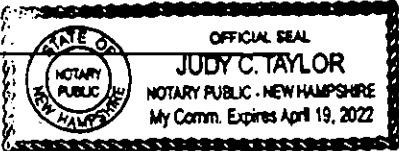
Kerstin J. McNamee  
Name: Kerstin McNamee  
Title: Chair, BOD

Acknowledgement of Contractor's signature:

State of NH, County of Rockingham on 12/27/2017, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Judy Taylor  
Signature of Notary Public or Justice of the Peace

Judy Taylor, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name: Megan A. [unclear]  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
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7/1/2017 through 06/30/2017 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	75,836	\$9.58	\$726,508.88
In Home Care Services (Title III)	1/2 Hour	3,412	\$9.58	\$32,686.96
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

7/1/2017 through 06/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	151,671	\$10.06	\$1,525,810.26
In Home Care Services (Title III)	1/2 Hour	6,824	\$10.06	\$68,649.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

7/1/2018 through 09/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	151,671	\$10.06	\$1,525,810.26
In Home Care Services (Title III)	1/2 Hour	6,824	\$10.06	\$68,649.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: KJH

Date: 12/27/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

# New Hampshire Department of Health and Human Services

## Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Kearstin McNamara, Chair BOD, Area Home Care

Name, Title, and Agency Name

Kearstin McNamara

Signature

12/27/18

Date



16 *max*

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

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>



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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

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

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

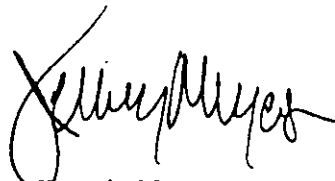
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

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

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

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

Androscoggin Valley Home Care (Vendor #157347)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		Subtotal	\$615,227.60

Area Home Care Family Services, Inc (Vendor #166931)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		Subtotal	\$2,542,771.50

Child and Family Services (Vendor #177166)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		Subtotal	\$2,066,999.96

Cornerstone VNA (Vendor #230881)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		Subtotal	\$213,384.92

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty (Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>



## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

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

1. Tracey Terr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-02)


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

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Area Home Care & Family Services, Inc.		1.4 Contractor Address 1320 Woodbury Ave Portsmouth, NH 03801	
1.5 Contractor Phone Number 603-674-4990	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$2,657,175.86
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  <i>Kearstin McNamee</i>		1.12 Name and Title of Contractor Signatory  Kearstin McNamee, Chair - BOD	
1.13 Acknowledgement: State of <i>NH</i> , County of <i>Rockingham</i> On <i>11/17/2016</i> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="text-align: center;">                     [Seal]   </div> <div style="border: 2px solid black; padding: 5px; text-align: center;">                         OFFICIAL SEAL                          JUDY C. TAYLOR                          NOTARY PUBLIC - NEW HAMPSHIRE                          My Comm. Expires May 9, 2017                     </div> </div>			
1.13.2 Name and Title of Notary or Justice of the Peace <i>Judy C. Taylor, Notary</i>			
1.14 State Agency Signature  <i>Maureen Ryan</i>		1.15 Name and Title of State Agency Signatory  Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <i>11/30/16</i> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By: <i>[Signature]</i> On: <i>12/1/16</i>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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





**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Rockingham County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



1.6. For the purposes of this contract, Quarterly is defined as the time period from:

- 1.6.1. July 1 to September 30.
- 1.6.2. October 1 to December 31.
- 1.6.3. January 1 to March 31.
- 1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings; provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



medicines, as stated on the prescription bottle.

2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.

2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.

2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.

2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.

2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:

2.1.2.1. Receive referrals from an individual's health care provider(s).

2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

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



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

**2.2.6. Client Fees and Donations**

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

- 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
- 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
- 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.





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

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

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

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

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

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

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

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

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

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

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



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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

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

**2.2.13. Privacy and Security of Client Information**

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

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



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

#### 2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

#### 2.2.16. Client Feedback

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

### 3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

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

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.





Exhibit B

**Method and Conditions Precedent to Payment**

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

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

**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>1/1/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	75,836	\$9.58	\$726,508.88
In Home Care Services (Title III)	1/2 Hour	3,412	\$9.58	\$32,686.96
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00
<b>7/1/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	151,671	\$9.58	\$1,453,008.18
In Home Care Services (Title III)	1/2 Hour	6,824	\$9.58	\$65,373.92
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00
<b>7/1/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	37,918	\$9.58	\$363,254.44
In Home Care Services (Title III)	1/2 Hour	1,706	\$9.58	\$16,343.48
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: KJA

Date: 1/17/16



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

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

Contractor Name:

11/17/16  
Date

Kearney  
Name:  
Title:



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/17/16  
Date

Kenneth J. Mice  
Name:  
Title:



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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



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

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

#### PRIMARY COVERED TRANSACTIONS

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

#### LOWER TIER COVERED TRANSACTIONS

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

Contractor Name:

11/17/16  
Date

Kearse / Miller  
Name:  
Title:

KPM  
11/17/16



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

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

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

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

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

Exhibit G

Contractor Initials

*KJm*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

Contractor Name:

11/17/16  
Date

Kearsh McWaters  
Name:  
Title:

Exhibit G

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

Contractor Initials km

Date 11/17/16



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name:

11/17/16  
Date

Keanot / mace  
Name:  
Title:





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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



Exhibit I

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

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

*BA*

11/17/14



Exhibit I

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

**(4) Obligations of Covered Entity**

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

**(5) Termination for Cause**

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

**(6) Miscellaneous**

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

*KP*

11/17/14



Exhibit I

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

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

<p>_____ The State</p> <p><u>Maureen Ryan</u> Signature of Authorized Representative</p> <p><u>Maureen Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>11/30/16</u> Date</p>	<p><u>Arca HomeCare &amp; Family Services, Inc.</u> Name of the Contractor</p> <p><u>Kenneth Men</u> Signature of Authorized Representative</p> <p><u>Kristin McManara</u> Name of Authorized Representative</p> <p><u>Chair, BOD</u> Title of Authorized Representative</p> <p><u>11/17/16</u> Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

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

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

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

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

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

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

Contractor Name:

11/17/16  
Date

Kent [Signature] Chair (SCD)  
Name:  
Title:



FORM A

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

1. The DUNS number for your entity is: 60-203-0181
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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





**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Waypoint (formerly known as Child and Family Services of New Hampshire), (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units to support continued delivery of these services; and

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

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:  
Waypoint
2. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
3. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$4,869,430.28.
4. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
5. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
6. Delete Exhibit B, Method and Conditions Precedent to Payment in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
7. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
8. Delete Exhibit B-2 Rate Sheet in its entirety and replace with Exhibit B-2 Rate Sheet - Amendment #2.

**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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9. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4-25-19  
Date

Deborah D. Scheetz  
Name: Deborah D. Scheetz  
Title: Director, Division of Long Term Supports and Services

Waypoint

4/9/19  
Date

Brian Alvarez de Toledo  
Name: Brian Alvarez de Toledo  
Title: President / CEO

Acknowledgement of Contractor's signature:

State of N.H., County of HILLSBOROUGH on 4/9/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jill M. Lowell  
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: Jan. 18, 2022

JILL M. LOWELL, Notary Public  
State of New Hampshire  
My Commission Expires January 18, 2022


**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

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

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

*BT*

*4/9/19*

**Exhibit B-1 Rate Sheet - Amendment #2**

<p><b>Waypoint - Hillsborough County</b>  <b>In Home Care, In Home Health Aide, In Home Nursing Services</b></p>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	30,823	\$9.58	\$295,284.34
Title III B In Home Services	1/2 Hour	3,118	\$9.58	\$29,870.44
Title III B Home Health Aide	1/2 Hour	520	\$12.50	\$6,500.00
Title III B Nursing	1/2 Hour	75	\$24.50	\$1,837.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	61,646	\$10.06	\$620,158.76
Title III B In Home Services	1/2 Hour	6,236	\$10.06	\$62,734.16
Title III B Home Health Aide	1/2 Hour	1,040	\$13.13	\$13,855.20
Title III B Nursing	1/2 Hour	150	\$25.73	\$3,859.50

07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	61,646	\$10.06	\$620,158.76
Title III B In Home Services	1/2 Hour	6,236	\$10.06	\$62,734.16
Title III B Home Health Aide	1/2 Hour	1,040	\$13.13	\$13,855.20
Title III B Nursing	1/2 Hour	150	\$25.73	\$3,859.50

07/01/2019 through 06/30/2020 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	51,680	\$12.00	\$620,158.76
Title III B In Home Services	1/2 Hour	5,228	\$12.00	\$62,734.16
Title III B Home Health Aide	1/2 Hour	853	\$16.00	\$13,855.20
Title III B Nursing	1/2 Hour	150	\$25.73	\$3,859.50

Contractor Initials: RA  
 Date: 4/9/19

**Exhibit B-2 Rate Sheet - Amendment #2**

<b>Waypoint - Merrimack County</b> <b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	30,823	\$9.58	\$295,284.34
Title IIIB In Home Services	1/2 Hour	3,118	\$9.58	\$29,870.44
Title IIIB Home Health Aide	1/2 Hour	520	\$12.50	\$6,500.00
Title IIIB Nursing	1/2 Hour	75	\$24.50	\$1,837.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	61,646	\$10.06	\$620,158.76
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07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	61,646	\$10.06	\$620,158.76
Title IIIB In Home Services	1/2 Hour	6,236	\$10.06	\$62,734.16
Title IIIB Home Health Aide	1/2 Hour	1,040	\$13.13	\$13,655.20
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In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	51,680	\$12.00	\$620,158.76
Title IIIB In Home Services	1/2 Hour	5,228	\$12.00	\$62,734.16
Title IIIB Home Health Aide	1/2 Hour	853	\$16.00	\$13,655.20
Title IIIB Nursing	1/2 Hour	150	\$25.73	\$3,859.50

Contractor Initials:   ZAT    
 Date:   4/9/19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic





mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov



# State of New Hampshire

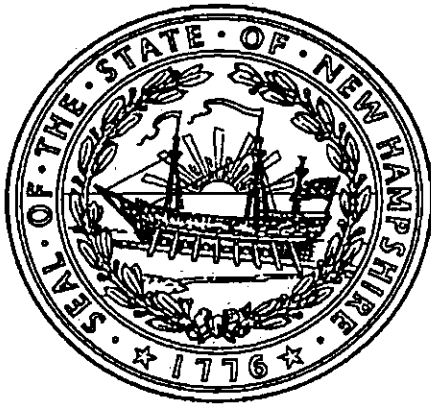
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that WAYPOINT is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on September 25, 1914. 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: 62585

Certificate Number: 0004215672



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 November A.D. 2018.

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

William M. Gardner  
Secretary of State

**Filing History** [Back to Home \(/online\)](#)**Business Name****Business ID**

WAYPOINT

62585

<b>Filing#</b>	<b>Filing Date</b>	<b>Effective Date</b>	<b>Filing Type</b>	<b>Annual Report Year</b>
0004198432	10/17/2018	11/16/2018	Amendment	N/A
0003190023	12/02/2015	12/02/2015	Nonprofit Report	2015
0000737133	11/12/2010	11/12/2010	Annual Report	2010
0000737132	10/08/2010	10/08/2010	Reminder Letter	N/A
0000737131	12/19/2005	12/19/2005	Annual Report	2005
0000737130	07/21/2000	07/21/2000	Survivor	N/A
0000737129	02/22/2000	02/22/2000	Annual Report	2000
0000737128	03/07/1996	03/07/1996	Survivor	N/A
0000737127	01/10/1996	01/10/1996	Annual Report	1995
0000737126	08/08/1994	08/08/1994	Survivor	N/A
0000737125	01/09/1991	01/09/1991	Annual Report	1990
0000737124	10/16/1990	10/16/1990	Amendment	N/A
0000737123	12/12/1985	12/12/1985	Annual Report	1985
0000737122	01/30/1976	01/30/1976	Annual Report	N/A
0000737121	12/29/1967	12/29/1967	Amendment	N/A
0000737120	06/11/1956	06/11/1956	Annual Report	N/A
0000737119	08/07/1945	08/07/1945	Amendment	N/A
0000737118	09/25/1914	09/25/1914	Business Formation	N/A

Page 1 of 1, records 1 to 18 of 18

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

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# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of WAYPOINT  
(Agency Name)

2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 12/4/18:  
(Date)

**RESOLVED:** That this corporation enters into a contract with the State of New Hampshire, acting through its  
Department of Health and Human Services.

**RESOLVED:** That the PRESIDENT AND CEO  
(Title of Contract Signatory)

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

BORJA ALVAREZ DE TOLEDO is the duly elected PRESIDENT/CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 9<sup>th</sup> day of APRIL.



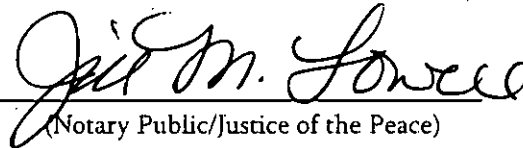
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of HILLSBOROUGH

The forgoing instrument was acknowledged before me this 9<sup>th</sup> day of APRIL, 2019.

By BILL (WILLIAM) CONRAD  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

JILL M. LOWELL, Notary Public  
State of New Hampshire  
My Commission Expires January 18, 2022

(NOTARY SEAL)

Commission Expires: 1/18/22



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/08/2019

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

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

<b>PRODUCER</b> FIAI/Cross Insurance 1100 Elm Street  Manchester NH 03101		<b>CONTACT NAME:</b> Andrea Nicklin <b>PHONE (A/C No, Ext):</b> (603) 669-3218 <b>FAX (A/C, No):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> anicklin@crossagency.com	
<b>INSURED</b> Waypoint Po Box 448  Manchester NH 03105		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Philadelphia Indemnity Ins Co NAIC # 18058 <b>INSURER B:</b> Granite State Health Care and Human Services Self- <b>INSURER C:</b> Travelers Casualty & Surety Co of America 31194 <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 18-19 All/19-20 WC

REVISION NUMBER:


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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Liquor Liability  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER: Professional Liability		PHPK1842147	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Aggregate- Prof liab \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		PHPK1842135	07/01/2018	07/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		PHUB635723	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 PER STATUTE <input checked="" type="checkbox"/> OTH-ER <input type="checkbox"/>
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	HCHS20190000118 (3a.) NH	02/01/2019	02/01/2020	E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Fidelity & Forgery		105912198	04/01/2019	04/01/2020	Limit \$500,000 Deductible \$5,000

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

Confirmation of Coverage.

**CERTIFICATE HOLDER****CANCELLATION**

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

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**WAYPOINT**  
Help Along the Way

*Formerly*  
**CHILD AND FAMILY SERVICES**

MISSION STATEMENT:

**Empowering people of all ages through an array of human services and advocacy**



**HEADQUARTERS**

toll free (800) 640.6486  
office (603) 518.4000  
fax (603) 668.6260

464 Chestnut Street  
PO Box 448  
Manchester, NH 03105  
waypointnh.org

**WAYPOINT**

Consolidated Financial Statements

For the Year Ended December 31, 2018

(With Independent Auditors' Report Thereon)

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## INDEPENDENT AUDITORS' REPORT

To the Board of Trustees  
Waypoint

**Additional Offices:**

Nashua, NH  
Andover, MA  
Greenfield, MA  
Ellsworth, ME

### Report on the Financial Statements

We have audited the accompanying consolidated financial statements of Waypoint, which comprise the consolidated statement of financial position as of December 31, 2018, and the related consolidated statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### Management's Responsibility for the Financial Statements

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

### Auditors' Responsibility

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements

in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

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

## **Opinion**

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Waypoint as of December 31, 2018, and the changes in net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

## **Report on Summarized Comparative Information**

We have previously audited Waypoint's 2017 consolidated financial statements, and we expressed an unmodified opinion on those audited consolidated financial statements in our report dated March 27, 2018. In our opinion, the summarized comparative information presented herein as of and for the year ended December 31, 2017 is consistent, in all material respects, with the audited consolidated financial statements from which it has been derived.

## **Other Matters**

### *Other Information*

Our audit was conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The Consolidated Schedules of Operating Expenses for 2018 and 2017 are presented for purposes of additional analysis and are not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audit of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

### **Other Reporting Required by Government Auditing Standards**

In accordance with *Government Auditing Standards*, we have also issued our report dated March 26, 2019 on our consideration of Waypoint's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Waypoint's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Waypoint's internal control over financial reporting and compliance.

*Melanson Heath*

March 26, 2019

**WAYPOINT**

Consolidated Statement of Financial Position

December 31, 2018

(with comparative totals as of December 31, 2017)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
<b>ASSETS</b>				
Current Assets:				
Cash and cash equivalents	\$ 231,128	\$ 847,449	\$ 1,078,577	\$ 890,431
Accounts receivable, net	714,112	-	714,112	884,748
Contributions receivable	60,000	-	60,000	40,000
Prepaid expenses	<u>192,744</u>	<u>-</u>	<u>192,744</u>	<u>241,546</u>
Total Current Assets	1,197,984	847,449	2,045,433	2,056,725
Investments	14,007,444	2,132,950	16,140,394	17,630,209
Beneficial interest held in trusts	-	1,679,591	1,679,591	1,867,906
Property and equipment, net	<u>6,358,505</u>	<u>-</u>	<u>6,358,505</u>	<u>6,266,362</u>
Total Assets	<u>\$ 21,563,933</u>	<u>\$ 4,659,990</u>	<u>\$ 26,223,923</u>	<u>\$ 27,821,202</u>
<b>LIABILITIES AND NET ASSETS</b>				
Current Liabilities:				
Accounts payable	\$ 217,685	\$ -	\$ 217,685	\$ 95,667
Accrued payroll and related expenses	564,736	-	564,736	666,502
Other liabilities	67,299	-	67,299	69,062
Bonds payable	<u>140,000</u>	<u>-</u>	<u>140,000</u>	<u>140,000</u>
Total Current Liabilities	989,720	-	989,720	971,231
Bonds payable, net of current portion	4,065,000	-	4,065,000	4,205,000
Deferred loans - NHHFA	1,250,000	-	1,250,000	1,250,000
Interest rate swap agreements	<u>885,525</u>	<u>-</u>	<u>885,525</u>	<u>1,062,342</u>
Total Liabilities	7,190,245	-	7,190,245	7,488,573
Net Assets:				
Without donor restrictions:				
Undesignated	366,244	-	366,244	167,293
Board designated	14,007,444	-	14,007,444	15,309,844
With donor restrictions	<u>-</u>	<u>4,659,990</u>	<u>4,659,990</u>	<u>4,855,492</u>
Total Net Assets	<u>14,373,688</u>	<u>4,659,990</u>	<u>19,033,678</u>	<u>20,332,629</u>
Total Liabilities and Net Assets	<u>\$ 21,563,933</u>	<u>\$ 4,659,990</u>	<u>\$ 26,223,923</u>	<u>\$ 27,821,202</u>

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

**WAYPOINT**

Consolidated Statement of Activities

For the Year Ended December 31, 2018  
(with comparative totals for the year ended December 31, 2017)

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>2018 Total</u>	<u>2017 Total</u>
Support and Revenue:				
Support:				
Contributions	\$ 386,091	\$ 1,336,501	\$ 1,722,592	\$ 1,722,683
Government grants	5,401,404	-	5,401,404	5,007,897
In-kind contributions	94,633	-	94,633	159,343
Income from special events, net	369,175	-	369,175	392,160
Revenue:				
Service fees	5,422,960	-	5,422,960	4,504,096
Other	64,715	-	64,715	32,023
Net assets released from restriction:				
Program releases	1,139,556	(1,139,556)	-	-
Endowment releases	80,674	(80,674)	-	-
Endowment transfer to support operations	661,375	-	661,375	694,255
Total Support and Revenue	<u>13,620,583</u>	<u>116,271</u>	<u>13,736,854</u>	<u>12,512,457</u>
Operating Expenses:				
Program services	11,550,792	-	11,550,792	10,374,824
Management and general	1,380,172	-	1,380,172	1,350,475
Fundraising	427,546	-	427,546	397,992
Total Operating Expenses	<u>13,358,510</u>	<u>-</u>	<u>13,358,510</u>	<u>12,123,291</u>
Change in net assets before non-operating items	262,073	116,271	378,344	389,166
Non-Operating Items:				
Investment income (loss)	(882,572)	(123,458)	(1,006,030)	2,426,476
Unrealized gain (loss) on interest rate swap	176,817	-	176,817	106,042
Change in beneficial interest	-	(188,315)	(188,315)	131,927
Interest income	1,608	-	1,608	699
Endowment transfer to support operations	(661,375)	-	(661,375)	(694,255)
Total Non-Operating Items	<u>(1,365,522)</u>	<u>(311,773)</u>	<u>(1,677,295)</u>	<u>1,970,889</u>
Change in net assets	(1,103,449)	(195,502)	(1,298,951)	2,360,055
Net Assets, Beginning of Year, as restated	<u>15,477,137</u>	<u>4,855,492</u>	<u>20,332,629</u>	<u>17,972,574</u>
Net Assets, End of Year	<u>\$ 14,373,688</u>	<u>\$ 4,659,990</u>	<u>\$ 19,033,678</u>	<u>\$ 20,332,629</u>

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

## WAYPOINT

### Consolidated Statement of Functional Expenses For the Year Ended December 31, 2018 (with comparative totals for the year ended December 31, 2017)

	<u>Program Services</u>	<u>Management and General</u>	<u>Fundraising</u>	<u>2018 Total</u>	<u>2017 Total</u>
Personnel expense:					
Salaries and wages	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410	\$ 6,928,730
Employee benefits	742,615	66,141	19,071	827,827	781,346
Payroll related costs	743,794	65,549	25,122	834,465	751,020
Mileage reimbursement	442,792	1,878	413	445,083	421,527
Contracted services	<u>560,035</u>	<u>96,132</u>	<u>6,553</u>	<u>662,720</u>	<u>547,074</u>
Subtotal personnel expense	9,103,596	1,079,623	367,286	10,550,505	9,429,697
Accounting	-	28,700	-	28,700	30,330
Assistance to individuals	718,608	-	-	718,608	744,299
Communications	148,344	10,147	8,249	166,740	154,946
Conferences, conventions, meetings	34,183	19,533	2,302	56,018	45,719
Depreciation	298,245	36,417	-	334,662	316,750
In-kind contributions	90,213	3,420	1,000	94,633	159,403
Insurance	62,170	9,468	2,466	74,104	74,678
Interest	250,245	67,527	-	317,772	300,049
Legal	-	3,949	-	3,949	27,320
Membership dues	18,132	7,947	3,913	29,992	40,626
Miscellaneous	24,352	13,167	2,674	40,193	43,065
Occupancy	495,619	41,188	11,700	548,507	426,568
Printing and publications	55,968	12,656	22,916	91,540	68,101
Rental and equipment maintenance	95,167	25,586	2,029	122,782	109,469
Supplies	94,685	17,700	2,655	115,040	92,986
Travel	<u>61,265</u>	<u>3,144</u>	<u>356</u>	<u>64,765</u>	<u>59,285</u>
Total Functional Expenses	<u>\$ 11,550,792</u>	<u>\$ 1,380,172</u>	<u>\$ 427,546</u>	<u>\$ 13,358,510</u>	<u>\$ 12,123,291</u>

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

## WAYPOINT

Consolidated Statement of Cash Flows  
For the Year Ended December 31, 2018  
(with comparative totals for the year ended December 31, 2017)

	<u>2018</u>	<u>2017</u>
Cash Flows From Operating Activities:		
Change in net assets	\$ (1,298,951)	\$ 2,360,055
Adjustments to reconcile change in net assets to net cash provided by operating activities:		
Depreciation	334,662	316,750
Contributions restricted for endowment and long-term purposes	(16,717)	(265,005)
Realized (gain) loss on investments	(136,619)	60,566
Unrealized (gain) loss on investments	1,688,070	(2,049,713)
Change in beneficial interest in trusts	188,315	(131,927)
Change in interest rate swap	(176,817)	(106,042)
Changes in operating assets and liabilities:		
Accounts receivable	170,636	(281,333)
Prepaid expenses	48,802	(40,494)
Contributions receivable	(20,000)	-
Accounts payable	122,018	(31,103)
Accrued expenses	(101,766)	(149,642)
Other liabilities	(1,763)	47,675
Net Cash Provided (Used) By Operating Activities	<u>799,870</u>	<u>(270,213)</u>
Cash Flows From Investing Activities:		
Purchases of investments	(693,481)	(15,732,031)
Proceeds from sale of investments	631,845	15,991,440
Purchase of fixed assets	<u>(426,805)</u>	<u>(261,461)</u>
Net Cash Provided (Used) By Investing Activities	(488,441)	(2,052)
Cash Flows From Financing Activities:		
Contributions restricted for endowment and long-term purposes	16,717	265,005
Payment of long-term debt	<u>(140,000)</u>	<u>(135,005)</u>
Net Cash Provided (Used) By Financing Activities	<u>(123,283)</u>	<u>130,000</u>
Net Change in Cash and Cash Equivalents	188,146	(142,265)
Cash and Cash Equivalents, Beginning	<u>890,431</u>	<u>1,032,696</u>
Cash and Cash Equivalents, Ending	<u>\$ 1,078,577</u>	<u>\$ 890,431</u>
SUPPLEMENTAL INFORMATION:		
Interest Paid	<u>\$ 317,772</u>	<u>\$ 300,049</u>

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

## WAYPOINT

### Notes to Consolidated Financial Statements For the Year Ended December 31, 2018

#### 1. Description of Organization

In 2018, Child and Family Services of New Hampshire changed its name to Waypoint. Waypoint (the Organization) is a nonprofit organization, founded in 1850, that currently aids more than 20,000 individuals, statewide, through an array of social services.

These services span the life cycle from prenatal to seniors, and can be grouped into the following categories:

##### **Early Childhood – Family Support & Education Services**

Over 4,500 parents received education and support to improve parenting, strengthen families, prevent child abuse and neglect, and ensure healthy development of children. Over 500 young children starting life at a disadvantage received critical services to ensure a good beginning and to optimize their chance for life-long success. Some of the programs focused on early childhood include:

**Early Support and Services** – Early Support and Services provides family-centered support and therapies to infants and toddlers who have developmental disabilities, delays or are at risk of developmental delays. Services work to optimize babies' cognitive, physical, emotional and social development, and chance for success. Services are provided in the child's natural environment (home, day care, playground, etc.).

**Home Visiting Services** – A number of different prevention programs are offered in the home during those critical early years of a child's life. A spectrum of services includes support to new mothers and those struggling to parent; services for children with chronic health conditions; prenatal services for babies being born at a disadvantage into low-income families; and programs to encourage positive early parent/child relationships and promote optimal early childhood development. Services are provided by nurses, social workers, developmental specialists, occupational therapists, health educators, and home visitors.

**Adoption** – A licensed child-placing agency, the Organization has been forming families through adoption since 1914. The Organization's adoption professionals provide home studies and adoption services for families looking to adopt and provide counselling and support to birth-parents who are considering the adoption option.



### **Children, Youth, and Family - Intervention and Treatment Programs**

The Organization contracts with the State of New Hampshire, the federal government, and insurance companies, to provide a continuum of services for children, adolescents and young adults. Programs are delivered in the home, schools, or community, and include mental health counseling and substance abuse treatment, as well as a complex system of family stabilization and preservation programs, child protection services, and services for at-risk youth. Some of the programs include:

**Foster care** – The Organization works with the State of New Hampshire in placing children who have been rescued from dangerous home environments, into safe, stable, loving homes. The Organization recruits and supports foster families and works to facilitate permanency for each child.

**Home Based Services** – The Organization has a number of programs provided in the family home that are designed to help families who are struggling through daily life - where children are at risk. Services work to thwart domestic violence, rebuild families, and to improve family functioning. The Organization empowers families with the skills and resources they need to provide for their children and become self-sufficient.

### **Runaway and Homeless Youth Services**

The Organization is the sole provider of services for runaway and homeless youth in Manchester and the Seacoast. A full spectrum of services features outreach to at-risk youth that includes survival aid on the streets and basic needs fulfillment at the drop-in center, as well as crisis intervention, educational and vocational advocacy, housing, and case management. The Organization also provides behavioral health and substance use counseling where needed. The Organization works with school systems, police, and other agencies in addressing the needs of New Hampshire's homeless youth.

### **Senior Care and Independent Living**

The Organization helps seniors and individuals with chronic illness or disability to live at home safely and with dignity, and to maintain quality of life. Under the title of Home Care, services are delivered by homemakers, companions, personal care service providers, and LNAs. The Organization's caregivers go to client homes to help with everything from cooking and cleaning to personal hygiene, medication reminders, mobility, travel to appointments, paying bills, help with daily tasks, and communication with family members.

Additionally, the Organization runs two unique programs:

**Camp Spaulding** – Since 1921, Camp Spaulding has helped campers from all types of backgrounds enjoy the benefits of a traditional, resident camp experience. In 2015, the Organization formed a partnership with the YMCA of Greater Nashua whereby the Organization will own the camp and the YMCA will handle daily operations and summer programming. This collaboration will combine a 96-year camp history, an exceptional facility,

strong community support, and the expertise of two premier New Hampshire nonprofit organizations.

**The New Hampshire Children's Lobby** – Established in 1971, the New Hampshire Children's Lobby is the advocacy wing of Child and Family Services. The program's mission is to improve the lives of children and families through legislative, judicial, and public policy initiatives. This combination of advocacy and direct service practice uniquely positions the Organization to serve the best interest of New Hampshire children.

## **2. Significant Accounting Policies**

### ***Change in Accounting Principle***

On August 18, 2016, FASB issued Accounting Standards Update (ASU) 2016-14, Not-for-Profit Entities (Topic 958) – Presentation of Financial Statements of Not-for-Profit Entities. The update addresses the complexity and understandability of net asset classification, deficiencies in information about liquidity and availability of resources, and the lack of consistency in the type of information provided about expenses and investment return. ASU 2016-14 has been implemented in 2018 and the presentation in these consolidated financial statements has been adjusted accordingly. The ASU has been applied retrospectively which increased net assets without donor restrictions by \$926,308 and decreased net assets with donor restrictions by \$926,308, resulting from the reclassification of long-lived assets with implied time restrictions as required under ASU 2016-14.

### ***Principles of Consolidation***

The consolidated financial statements include Waypoint (formerly Child and Family Services of New Hampshire) and Child and Family Realty Corporation, a commonly controlled organization. All inter-organization transactions have been eliminated.

### ***Comparative Financial Information***

The accompanying consolidated financial statements include certain prior-year summarized comparative information in total, but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with Accounting Principles Generally Accepted in the United States of America (GAAP). Accordingly, such information should be read in conjunction with the audited consolidated financial statements for the year ended December 31, 2017, from which the summarized information was derived.

### ***Cash and Cash Equivalents***

All cash and highly liquid financial instruments with original maturities of three months or less, and which are neither held for nor restricted by donors for long-term purposes, are considered to be cash and cash equivalents. Cash and highly liquid financial instruments invested for long-term purposes, including endowments that are perpetual in nature, are excluded from this definition.

### ***Accounts Receivable***

Accounts receivable consists primarily of noninterest-bearing amounts due for services and programs. The allowance for uncollectable accounts receivable is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Accounts receivable are written off when deemed uncollectable.

### ***Contributions Receivable***

Unconditional contributions that are expected to be collected within one year are recorded at net realizable value. Unconditional contributions that are expected to be collected in future years are initially recorded at fair value using present value techniques incorporating risk-adjusted discount rates designed to reflect the assumptions market participants would use in pricing the asset. In subsequent years, amortization of the discounts is included in contribution revenue in the Consolidated Statement of Activities. The allowance for uncollectable contributions is based on historical experience, an assessment of economic conditions, and a review of subsequent collections. Contributions receivable are written off when deemed uncollectable. Management has determined that contributions receivable are fully collectable, therefore no allowance has been recorded.

### ***Investments***

Investment purchases are recorded at cost, or if donated, at fair value on the date of donation. Thereafter, investments are reported at their fair values in the Consolidated Statement of Financial Position. Net investment return/(loss) is reported in the Consolidated Statement of Activities and consists of interest and dividend income, realized and unrealized gains and losses, less external investment expenses.

The Organization maintains pooled investment accounts for its restricted endowment. Realized and unrealized gains and losses are allocated to the individual endowments based on the relationship of the market value of each endowment to the total market value of the pooled investment accounts, as adjusted for additions to or deductions from those accounts.

### ***Beneficial Interest Held in Trusts***

The Organization is the beneficiary of perpetual charitable trusts. The beneficial interest in the trust is reported at its fair value, which is estimated as the fair value of the underlying trust assets. Distributions of income from the trust assets are restricted to use and are reported as increases in net assets with donor restrictions until expended in accordance with restrictions. The value of the beneficial interest in the trusts is adjusted annually for the change in its estimated fair value. Those changes in value are reported as increases in net assets with donor restrictions. The assets in the trusts will never be distributed to the Organization.

### ***Property and Equipment***

Property and equipment additions over \$1,000 are recorded at cost, if purchased, and at fair value at the date of donation, if donated. Depreciation is computed using the straight-line method over the estimated useful lives of the assets ranging from 5 to 50 years, or in the case of capitalized leased assets or leasehold improvements, the lesser of the useful life of the asset or the lease term. When assets are sold or otherwise disposed of, the cost and related depreciation is removed, and any resulting gain or loss is included in the Consolidated Statement of Activities. Costs of maintenance and repairs that do not improve or extend the useful lives of the respective assets are expensed.

The carrying values of property and equipment are reviewed for impairment whenever events or circumstances indicate that the carrying value of an asset may not be recoverable from the estimated future cash flows expected to result from its use and eventual disposition. When considered impaired, an impairment loss is recognized to the extent carrying value exceeds the fair value of the asset. There were no indicators of asset impairment in 2018.

### ***Interest-Rate Swap***

An interest-rate swap is utilized to mitigate interest-rate risk on bonds payable. The related liability is reported at fair value in the Consolidated Statement of Financial Position, and unrealized gains or losses are included in the Consolidated Statement of Activities.

### ***Net Assets***

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

*Net Assets Without Donor Restrictions* – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The Board has designated, from net assets without donor restrictions, net assets for a board-designated endowment.

*Net Assets With Donor Restrictions* – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity while permitting the Organization to expend the income generated by the assets in accordance with the provisions of additional donor imposed stipulations or a Board approved spending policy. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

### ***Revenue and Revenue Recognition***

Revenue is recognized when earned. Program service fees and payments under cost-reimbursable contracts received in advance are deferred to the applicable period in which the related services are performed or expenditures are incurred, respectively. Contributions are recognized when cash, securities or other assets, an unconditional promise to give, or notification of a beneficial interest is received. Conditional promises to give are not recognized until the conditions on which they depend have been substantially met.

### ***Donated Services and In-Kind Contributions***

Volunteers contribute significant amounts of time to program services, administration, and fundraising and development activities; however, the consolidated financial statements do not reflect the value of these contributed services because they do not meet recognition criteria prescribed by Generally Accepted Accounting Principles. Contributed goods are recorded at fair value at the date of donation. Donated professional services are recorded at the respective fair values of the services received.

### ***Advertising Costs***

Advertising costs are expensed as incurred and are reported in the Consolidated Statement of Activities and Consolidated Statement of Functional Expenses.

### ***Functional Allocation of Expenses***

The costs of program and supporting services activities have been summarized on a functional basis in the Consolidated Statement of Activities. The Consolidated Statement of Functional Expenses presents the natural classification detail of expenses by function. Accordingly, certain costs have been allocated among the programs and supporting services benefited.

### ***Measure of Operations***

The Consolidated Statement of Activities reports all changes in net assets, including changes in net assets from operating and non-operating activities. Operating activities consist of those items attributable to the Organization's ongoing programs and services and include the Organization's annual endowment transfer to support operations. Non-operating activities are limited to resources outside of those programs and services and are comprised of non-recurring gains and losses on sales and dispositions, investment income, changes in the value of beneficial interests and interest rate swaps.

### ***Tax Status***

Waypoint has been recognized by the Internal Revenue Service (IRS) as exempt from federal income taxes under Internal Revenue Code (IRC) Section 501(a) as an organization described in IRC Section 501(c)(3), qualifies for charitable contribution deductions, and has been determined not to be a private foundation. Child and Family Realty Corporation is exempt from federal income tax under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(25).

Both entities are annually required to file a Return of Organization Exempt from Income Tax (Form 990) with the IRS. In addition, they are subject to income tax on net income that is derived from business activities that are unrelated to their exempt purpose. In 2018, Waypoint was subject to unrelated business income tax and filed an Exempt Organization Business Income Tax Return (Form 990-T) with the IRS.

### ***Estimates***

The preparation of consolidated financial statements in conformity with Generally Accepted Accounting Principles requires estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses during the reporting period. Actual results may differ from those estimates, and those differences could be material.

### ***Financial Instruments and Credit Risk***

Deposit concentration risk is managed by placing cash accounts with financial institutions believed to be creditworthy. At times, amounts on deposit may exceed insured limits. To date, no losses have been experienced in any of these accounts. Credit risk associated with accounts and contributions receivable is considered to be limited due to high historical collection rates. Investments are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment

securities will occur in the near term and that such change could materially affect the amounts reported in the Consolidated Statement of Financial Position. Although the fair values of investments are subject to fluctuation on a year-to-year basis, the Investment Committee believes that the investment policies and guidelines are prudent for the long-term welfare of the Organization.

### ***Fair Value Measurements and Disclosures***

Certain assets and liabilities are reported at fair value in the consolidated financial statements. Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction in the principal, or most advantageous, market at the measurement date under current market conditions regardless of whether that price is directly observable or estimated using another valuation technique. Inputs used to determine fair value refer broadly to the assumptions that market participants would use in pricing the asset or liability, including assumptions about risk. Inputs may be observable or unobservable. Observable inputs are inputs that reflect the assumptions market participants would use in pricing the asset or liability based on market data obtained from sources independent of the reporting entity. Unobservable inputs are inputs that reflect the reporting entity's own assumptions about the assumptions market participants would use in pricing the asset or liability based on the best information available. A three-tier hierarchy categorizes the inputs as follows:

Level 1 – Quoted prices (unadjusted) in active markets for identical assets or liabilities that are accessible at the measurement date.

Level 2 – Inputs other than quoted prices included within Level 1 that are observable for the asset or liability, either directly or indirectly. These include quoted prices for similar assets or liabilities in active markets, quoted prices for identical or similar assets or liabilities in markets that are not active, inputs other than quoted prices that are observable for the asset or liability, and market-corroborated inputs.

Level 3 – Unobservable inputs for the asset or liability. In these situations, inputs are developed using the best information available in the circumstances.

In some cases, the inputs used to measure the fair value of an asset or a liability might be categorized within different levels of the fair value hierarchy. In those cases, the fair value measurement is categorized in its entirety in the same level of the fair value hierarchy as the lowest level input that is significant to the entire measurement. Assessing the significance of a particular input to entire measurement requires judgment, taking into account factors specific to the asset or liability. The categorization of an asset within the hierarchy is based upon the pricing transparency of the asset and does not necessarily correspond to the assessment of the quality, risk, or liquidity profile of the asset or liability.

When available, the Organization measures fair value using Level 1 inputs because they generally provide the most reliable evidence of fair value. However, Level 1 inputs are not available for certain assets and liabilities that the Organization is required to measure at fair value (for example, unconditional contributions receivable and in-kind contributions).

The primary uses of fair value measures in the Organization's consolidated financial statements are:

- Initial measurement of noncash gifts, including gifts of investment assets and unconditional promises to give.
- Recurring measurement of endowment investments (Note 6) – Level 1.
- Recurring measurement of beneficial interests in trusts (Note 7) – Level 3.
- Recurring measurement of line of credit (Note 9) – Level 2.
- Recurring measurement of bonds payable and interest rate swap (Note 10) – Level 2.
- Recurring measurement of deferred loans (Note 11) – Level 2.

The carrying amounts of cash and cash equivalents, accounts and contributions receivable, prepaid expenses, accounts payable, accrued payroll and related expenses, and other liabilities approximate fair value due to their short-term nature.



### 3. Liquidity and Availability

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, are comprised of the following at December 31, 2018:

Financial assets at year end:		
Cash and cash equivalents	\$	1,078,577
Accounts receivable, net		714,112
Contributions receivable		60,000
Investments		16,140,394
Beneficial interest held in trusts		<u>1,679,591</u>
Total financial assets		19,672,674
Less amounts not available to be used within one year:		
Net assets with donor restrictions	4,659,990	
Less:		
Net assets with purpose restrictions to be met in less than a year	(847,449)	
Donor-restricted endowment subject to spending policy rate (4.25%) and appropriation	<u>(90,650)</u>	3,721,891
Board-designated endowment	14,007,444	
Less: Board-designated endowment annual spending policy rate (4.25%)	<u>(595,316)</u>	<u>13,412,128</u>
Less total amounts not available to be used within one year		<u>17,134,018</u>
Financial assets available to meet general expenditures over the next year	\$	<u>2,538,656</u>

Endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes. The portion of endowment funds that are perpetual in nature are not available for general expenditure.

Board-designated endowment is subject to an annual spending rate as determined by the Board. Although there is no intention to spend from board-designated endowment (other than amounts appropriated for general expenditure as part of the Board's annual budget approval and appropriation), these amounts could be made available if necessary.

As part of its liquidity management plan, the Organization also has a \$1,500,000 revolving line of credit available to meet cash flow needs.

#### 4. Accounts Receivable

Accounts receivable consisted of the following at December 31:

	<u>2018</u>			<u>2017</u>		
	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>	<u>Receivable</u>	<u>Allowance</u>	<u>Net</u>
Grants receivable	\$ 379,362	\$ -	\$ 379,362	\$ 628,244	\$ (3,900)	\$ 624,344
Fees for service	<u>338,650</u>	<u>(3,900)</u>	<u>334,750</u>	<u>260,404</u>	<u>-</u>	<u>260,404</u>
	<u>\$ 718,012</u>	<u>\$ (3,900)</u>	<u>\$ 714,112</u>	<u>\$ 888,648</u>	<u>\$ (3,900)</u>	<u>\$ 884,748</u>

#### 5. Prepaid Expenses

Prepaid expenses at year end relate primarily to prepaid insurance and contracts.

#### 6. Investments

Investments at fair value consist of mutual funds totaling \$16,140,394 and \$17,630,209 at December 31, 2018 and 2017, respectively.

Under the terms of the Organization's line of credit agreement (Note 9), the Organization has agreed not to pledge these investments as security on any other debt.

The Organization's policy is to avail itself of a Board-approved percentage of investment income for operations with any remaining interest, dividends, or appreciation reinvested. The spending policy approved by the Board of Trustees for 2018 is 4.5% of the average fair market value of all investments over the previous twelve quarters.

As discussed in Note 2 to these consolidated financial statements, the Organization is required to report its fair value measurements in one of three levels, which are based on the ability to observe in the marketplace the inputs to the Organization's valuation techniques. Level 1, the most observable level of inputs, is for investments measured at quoted prices in active markets for identical investments as of the December 31, 2018. Level 2 is for investments measured using inputs such as quoted prices for similar assets, quoted prices for the identical asset in inactive markets, and for investments measured at net asset value that can be redeemed in the near term. Level 3 is for investments measured using inputs that are unobservable, and is used in situations for which there is little, if any, market activity for the investment.

The Organization uses the following ways to determine the fair value of its investments:

*Mutual funds:* Determined by the published value per unit at the end of the last trading day of the year, which is the basis for transactions at that date.

**7. Beneficial Interest Held in Trust**

The Organization is the sole beneficiary of three funds that are administered by the New Hampshire Charitable Foundation (NHCF). Income from the funds is to provide assistance to children attending Camp Spaulding and for capital improvements to the camp. The fund resolution provides that distributions from the funds can be made at the discretion of the NHCF Board of Directors.

At December 31, 2018 and 2017, the fair market value of the funds, which approximates the present value of future benefits expected to be received, was \$800,624 and \$868,099, respectively.

In addition, the Organization has a split-interest in three charitable remainder trusts. The assets are held in trust by banks as permanent trustees of the trusts. The fair value of these beneficial interests is determined by applying the Organization's percentage interest to the fair value of the trust assets as reported by the trustee.

<u>Trust</u>	<u>Percentage Interest</u>	<u>2018</u>	<u>2017</u>
Greenleaf	100%	\$ 350,806	\$ 401,167
Spaulding	100%	297,837	336,123
Cogswell	50%	<u>230,324</u>	<u>262,517</u>
Total		<u>\$ 878,967</u>	<u>\$ 999,807</u>

Beneficial interest in funds held by others is reported at its fair value, which is estimated as the present value of expected future cash inflows on a recurring basis. As discussed in Note 2, the valuation technique used by the Organization is a Level 3 measure because there are no observable market transactions. Changes in the fair value of assets measured at fair value on a recurring basis using significant unobservable inputs are comprised of the following:

Balance at December 31, 2016	\$ 1,735,979
Change in value of beneficial interest	<u>131,927</u>
Balance at December 31, 2017	1,867,906
Change in value of beneficial interest	<u>(188,315)</u>
Balance at December 31, 2018	<u>\$ 1,679,591</u>

**8. Property, Equipment and Depreciation**

A summary of the major components of property and equipment is presented below:

	<u>2018</u>	<u>2017</u>
Land and land improvements	\$ 1,114,949	\$ 1,114,949
Buildings and improvements	8,335,089	8,072,313
Furniture, fixtures, and equipment	796,686	796,686
Vehicles	107,581	101,585
Software	285,372	166,592
Construction in progress	<u>38,870</u>	<u>17,217</u>
Subtotal	10,678,547	10,269,342
Less: accumulated depreciation	<u>(4,320,042)</u>	<u>(4,002,980)</u>
Total	<u>\$ 6,358,505</u>	<u>\$ 6,266,362</u>

**9. Line of Credit**

The Organization has a \$1,500,000 revolving line of credit agreement with a bank. The line of credit expired on June 30, 2018 and was extended through June 30, 2019. The line is secured by a first lien on accounts receivable, double negative pledge on all investments of the borrower, and carries a variable rate of interest at the Wall Street Journal prime rate (5.50% at December 31, 2018), adjusted daily. At December 31, 2018, the balance on this line of credit was \$0. The line was not utilized in 2018.

**10. Bonds Payable**

During 2007, the New Hampshire Health and Education Facilities Authority (the "Authority") sold \$5,540,000 of its Revenue Bonds, Child and Family Services Issue, Series 2007, and loaned the proceeds of the bonds to the Organization to refund its Series 1999 Series Bonds and to finance certain improvements to the Organization's facilities. The Series 2007 Bonds were issued with a variable interest rate determined on a weekly basis. Prior to issuing the Bonds, the Organization entered into an interest rate swap agreement (the "Swap Agreement") with Citizens Bank of NH (the "Counterparty") for the life of the bond issue to hedge the interest rate risk associated with the Series 2007 Bonds. The interest rate swap agreement requires the Organization to pay the Counterparty a fixed rate of 3.915%; in exchange, the Counterparty will pay the Organization a variable rate on the notional amount based on the 67% of one month LIBOR. Counterparty payments to the Organization were intended to offset Organization payments of variable rate interest to bond holders. Counterparty credit worthiness and market variability can impact the variable rates received and paid by the Organization, with the potential of increasing Organization interest payments. As a result, the cost of the interest rate swap

for 2018 and 2017 is added to interest expense in the Consolidated Statement of Functional Expenses. The bonds mature in 2038 and can be repaid at any time.

The Organization is required to include the fair value of the swap in the Consolidated Statement of Financial Position, and annual changes, if any, in the fair value of the swap in the Consolidated Statement of Activities. For example, during the bond's 30-year holding period, the annually calculated value of the swap will be reported as an asset if interest rates increase above those in effect on the date of the swap was entered into (and as an unrealized gain in the Consolidated Statement of Activities), which will generally be indicative that the net fixed rate the Organization is paying on the swap is below market expectations of rates during the remaining term of the swap. The swap will be reported as a liability (and as an unrealized loss in the Consolidated Statement of Activities) if interest rates decrease below those in effect on the date the swap was entered into, which will generally be indicative that the net fixed rate the Organization is paying on the swap is above market expectations of rates during the remaining term of the swap. The annual accounting adjustments of value changes in the swap transaction are non-cash recognition requirements, the net effect of which will be zero at the end of the bond's 30-year term. At December 31, 2018 and 2017, the Organization recorded the swap liability position of \$885,525 and \$1,062,342, respectively. During 2009, there occurred a downgrading of the credit rating of the Counterparty to the letter of credit reimbursement agreement, which triggered a mandatory tender of the Series 2007 Bonds in whole and a temporary conversion of one-hundred percent of the principal amount to a bank purchase mode under the terms of said letter of credit reimbursement agreement. Since it became evident that the credit markets would not soon return to normalcy, the Organization elected to convert the Series 2007 Bonds from a weekly rate mode to a bank purchase mode. This new bank purchase mode created a rate period in which the Series 2007 Bonds bear interest at the tax adjusted bank purchase rate of 68% of the sum of the adjusted period LIBOR (30 day) rate and 325 basis points. The bank purchase mode commenced on July 31, 2009 and expired on July 31, 2014; however, the expiration date was extended by the Counterparty and the Organization had the option to convert back to the weekly rate mode. The Series 2007 Bond documents require the Organization to comply with certain financial covenants. As of December 31, 2018, the Organization was in compliance with these covenants.

The following is a summary of future payments on the previously mentioned bonds payable:

<u>Year</u>	<u>Amount</u>
2019	\$ 140,000
2020	150,000
2021	160,000
2022	165,000
2023	175,000
Thereafter	<u>3,415,000</u>
	<u>\$ 4,205,000</u>

**11. Deferred Loans - NHHFA**

Note payable to the New Hampshire Housing and Finance Authority dated June 7, 2005. The face amount of the note is \$550,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Dover, New Hampshire.

Note payable to the New Hampshire Housing and Finance Authority dated May 22, 2007. The face amount of the note is \$700,000, does not require the payment of interest, and is due in 30 years. The note is secured by real estate located in Manchester, New Hampshire.

**12. Endowment Funds**

The Organization's endowment consists of various individual funds established for a variety of purposes. Its endowment includes both donor-restricted funds and funds designated by the Board of Trustees to function as endowments. As required by Generally Accepted Accounting Principles, net assets associated with endowment funds, including funds designated by the Board of Trustees to function as endowments, are classified and reported based on the existence or absence of donor-imposed restrictions.

**Board-designated Investments**

As of December 31, 2018, the Board of Trustees had designated \$14,007,444 of net assets without donor restrictions as a general endowment fund to support the mission of the Organization.

## **Donor-designated Endowments**

The Board of Trustees of the Organization has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date for donor-restricted perpetual endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as perpetually restricted net assets (a) the original value of gifts donated to the endowment, (b) the original value of subsequent gifts to the endowment, and (c) accumulations to the endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added. The remaining portion of the donor-restricted endowment fund that is not classified as perpetually restricted is classified as donor-restricted net assets until those amounts are appropriated for expenditure by the Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (1) the duration and preservation of the various funds, (2) the purposes of the donor-restricted endowment funds, (3) general economic conditions, (4) the possible effect of inflation and deflation, (5) the expected total return from income and the appreciation of investments, (6) other resources of the Organization, and (7) the Organization's investment policies.

## **Funds with Deficiencies**

The Organization considers a fund to be underwater if the fair value of the fund is less than the sum of (a) the original value of initial and subsequent gift amounts donated to the fund and (b) any accumulations to the fund that are required to be maintained in perpetuity in accordance with the direction of the applicable donor gift instrument. The Organization complies with UPMIFA and has interpreted UPMIFA to permit spending from underwater funds in accordance with prudent measures required under the law. The Organization had no underwater endowment funds at December 31, 2018.

## **Investment Policy**

The Organization has adopted an investment and spending policy to ensure a total return (income plus capital change) necessary to preserve and enhance the principal of the fund and, at the same time, provide a dependable source of support for current operations and programs. The withdrawal from the fund in support of current operations is expected to remain a constant percentage of the total fund, adjusted for new gifts to the fund.

In recognition of the prudence required of fiduciaries, reasonable diversification is sought where possible. Experience has shown financial markets and inflation rates are cyclical and, therefore, control of volatility will be achieved through investment styles. Asset allocation parameters have been developed for various funds within the structure, based on investment objectives, liquidity needs, and time horizon for intended use.

Measurement of investment performance against policy objectives will be computed on a total return basis, net of management fees and transaction costs. Total return is defined as dividend or interest income plus realized and unrealized capital appreciation or depreciation at fair market value.

### Spending Policy

The Organization's spending policy in 2018 is 4.5% (4.25% in 2019) of the average total endowment value over the trailing 12 quarters with a 1% contingency margin. This includes interest and dividends paid out to the Organization.

The net asset composition of endowment investments as of December 31, 2018 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Board-designated endowment funds	\$ 14,007,444	\$ -	\$ 14,007,444
Donor-restricted endowment funds:			
Original donor-restricted gift amount and amounts required to be maintained in perpetuity by donor	-	1,679,406	1,679,406
Accumulated investment gains	<u>-</u>	<u>453,544</u>	<u>453,544</u>
Total funds	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>

Changes in endowment net assets as of December 31, 2018 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total Net Endowment Assets</u>
Endowment net assets, beginning of year	\$ 15,309,844	\$ 2,320,365	\$ 17,630,209
Contributions	99,498	16,717	116,215
Appropriations from endowment	(519,326)	(80,674)	(600,000)
Investment income, net	<u>(882,572)</u>	<u>(123,458)</u>	<u>(1,006,030)</u>
Endowment net assets, end of year	<u>\$ 14,007,444</u>	<u>\$ 2,132,950</u>	<u>\$ 16,140,394</u>



### 13. Net Assets With Donor Restrictions

Net assets with donor restrictions are restricted for the following:

	<u>2018</u>	<u>2017</u>
Subject to expenditure for specified purpose:		
Camp	\$ 113,699	\$ 134,161
Child abuse prevention	153,836	322,306
Early intervention	-	2,000
Family counseling	14,160	20,860
Homecare	92,430	50,000
Human trafficking	30,000	6,000
IT and other projects	208,891	-
Teen and youth	<u>234,433</u>	<u>131,895</u>
	847,449	667,222
Endowment:		
Accumulated earnings restricted by donors for:		
General operations	131,716	162,919
Camp operations	92,896	165,335
Other purposes	<u>228,932</u>	<u>329,422</u>
	453,544	657,676
Original gift restricted by donors for:		
General operations	133,407	133,407
Camp operations	548,988	532,271
Other purposes	<u>997,011</u>	<u>997,010</u>
	<u>1,679,406</u>	<u>1,662,688</u>
Total restricted endowment	2,132,950	2,320,364
Not subject to spending policy or appropriation:		
Beneficial interest in trusts	<u>1,679,591</u>	<u>1,867,906</u>
Total	<u>\$ 4,659,990</u>	<u>\$ 4,855,492</u>

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purpose or by occurrence of the passage of time or other events specified by the donors as follows for the year ended December 31, 2018:

Satisfaction of purpose restrictions:	
Camp	\$ 144,888
Child abuse prevention	295,614
Early intervention	2,000
Family counseling	10,200
Homecare	265,542
Human trafficking	26,000
IT and other projects	227,130
Teen and youth	168,182
	<u>1,139,556</u>
Restricted-purpose spending-rate distributions and appropriations:	
General operations	13,335
Camp operations	30,959
Other purposes	36,380
	<u>80,674</u>
Total	<u>\$ 1,220,230</u>

#### 14. Assistance to Individuals

The \$718,608 in "Assistance to individuals" (see Consolidated Statement of Functional Expenses) is comprised of the following (rounded to the nearest thousand):

Payment to parents of foster children	\$ 325
Housing assistance to youth at risk of homelessness	115
Gift cards provided to families during holiday season	65
Food for at risk youth	38
Other assistance such as medical, childcare, transportation, and family activities	<u>176</u>
	<u>\$ 719</u>

**15. Functionalized Expenses**

The consolidated financial statements report certain categories of expenses that are attributed to more than one program or supporting function. Therefore, expenses require allocation on a reasonable basis that is consistently applied. The expenses that are allocated include clerical, IT, and administration, which are allocated to program and supporting services based primarily on a percentage of personnel costs related to programs.

**16. Defined Contribution Plan**

The Organization maintains a 403(b) Thrift Plan (the Plan). The Plan is a defined contribution plan that all eligible employees may immediately make elective participant contributions to upon hire. A pretax voluntary contribution is permitted by employees up to limits imposed by the Internal Revenue Code and other limitations specified in the Plan. There were no contributions made to the plan by the Organization for the years ended December 31, 2018 and 2017, respectively.

**17. Operating Leases**

The Organization leases office space under the terms of non-cancellable lease agreements that expired at various times through 2018. The Organization also rents additional facilities on a month to month basis. Rent expense under these agreements totaled \$182,368 and \$141,787 for the years ended December 31, 2018 and 2017, respectively.

**18. Transactions with Related Parties**

The Organization procures a portion of their legal services from a local law firm that employs an attorney who also serves on the Organization's Board of Directors. The attorney board member does not personally perform the legal services. For the year ended December 31, 2018, the total legal expense from related parties was \$403.

**19. Concentrations of Risk**

The majority of the Organization's grants are received from agencies of the State of New Hampshire. As such, the Organization's ability to generate resources via grants is dependent upon the economic health of that area and of the State of New Hampshire. An economic downturn could cause a decrease in grants that coincides with an increase in demand for the Organization's services.

**20. Subsequent Events**

Subsequent events have been evaluated through March 26, 2019, the date the consolidated financial statements were available to be issued.

WAYPOINT

Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2018

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2018 Total
Salaries and wages	\$ 466,270	\$ 940,297	\$ 1,571,090	\$ 1,435,811	\$ 344,092	\$ 1,649,913	\$ 81,328	\$ 118,831	\$ 6,728	\$ 6,614,360	\$ 849,923	\$ 316,127	\$ 7,780,410
Employee benefits	39,799	135,622	190,979	181,757	33,660	144,054	12,964	2,883	897	742,615	66,141	19,071	827,827
Payroll related costs	56,967	100,911	173,279	161,282	37,294	196,825	7,437	9,278	521	743,794	65,549	25,122	834,465
Mileage reimbursement	5,860	41,849	249,506	66,137	18,647	59,274	1,294	69	156	442,792	1,878	413	445,083
Contracted services	28,809	43,507	95,385	165,055	20,355	23,246	9,429	2,312	171,937	560,035	96,132	6,553	662,720
Accounting	-	-	-	-	-	-	-	-	-	-	28,700	-	28,700
Assistance to individuals	5,064	190,794	368,345	133,826	-	3,014	10,071	-	7,494	718,608	-	-	718,608
Communications	8,493	38,575	41,973	33,808	4,940	16,451	1,998	1,522	584	148,344	10,147	8,249	166,740
Conferences, conventions, meetings	3,014	3,681	2,415	19,919	1,544	1,649	3	1,957	1	34,183	19,533	2,302	56,018
Depreciation	7,672	118,639	44,925	40,542	7,670	7,670	4,383	2,191	64,553	298,245	36,417	-	334,662
In-kind contributions	1,510	61,077	27,826	-	-	-	-	-	-	90,213	3,420	1,000	94,633
Insurance	5,681	11,048	17,880	15,802	3,228	6,877	711	775	168	62,170	9,468	2,466	74,104
Interest	13,902	39,721	81,429	73,485	13,903	13,903	7,944	3,972	1,986	250,245	67,527	-	317,772
Legal	-	-	-	-	-	-	-	-	-	-	3,949	-	3,949
Membership dues	1,531	1,254	1,224	7,241	8	6,366	3	502	3	18,132	7,947	3,913	29,992
Miscellaneous	1,647	4,518	6,725	3,475	1,052	5,881	648	174	232	24,352	13,167	2,674	40,193
Occupancy	45,179	148,763	140,092	111,318	10,107	27,452	3,222	3,597	5,889	495,619	41,188	11,700	548,507
Printing and publications	2,881	9,092	14,541	12,070	3,003	12,054	435	1,220	672	55,968	12,656	22,916	91,540
Rental and equipment maintenance	5,310	15,574	30,366	27,270	5,186	6,293	2,860	1,485	823	95,167	25,586	2,029	122,782
Supplies	10,874	26,700	21,931	17,739	3,589	12,408	654	719	71	94,685	17,700	2,655	115,040
Travel	958	36,453	4,662	14,225	989	3,233	134	147	464	61,265	3,144	356	64,765
<b>Total</b>	<b>\$ 711,421</b>	<b>\$ 1,968,075</b>	<b>\$ 3,084,373</b>	<b>\$ 2,520,762</b>	<b>\$ 509,267</b>	<b>\$ 2,196,563</b>	<b>\$ 145,518</b>	<b>\$ 151,634</b>	<b>\$ 263,179</b>	<b>\$ 11,550,792</b>	<b>\$ 1,380,172</b>	<b>\$ 427,546</b>	<b>\$ 13,358,510</b>

See Independent Auditors' Report.

WAYPOINT

Consolidated Schedule of Operating Expenses  
For the Year Ended December 31, 2017

	Family Counseling	Teen and Youth	Child Abuse Treatment & Family Strengthening	Child Abuse Prevention	Early Intervention	Homecare	Adoptions and Pregnancy Counseling	Child Advocacy	Summer Camp	Total Program	Management and General	Fundraising	2017 Total
Salaries and wages	\$ 522,885	\$ 852,919	\$ 1,354,655	\$ 1,048,937	\$ 269,423	\$ 1,598,573	\$ 76,399	\$ 111,610	\$ 6,707	\$ 5,842,108	\$ 821,492	\$ 265,130	\$ 6,928,730
Employee benefits	37,324	150,239	149,749	143,566	25,366	152,914	17,176	2,894	865	680,093	75,328	25,925	781,346
Payroll related costs	60,648	89,118	157,560	114,720	28,621	179,648	6,661	8,721	534	646,231	73,785	31,004	751,020
Mileage reimbursement	9,801	40,061	235,980	57,575	16,478	58,311	1,708	217	74	418,205	2,363	959	421,527
Contracted services	22,582	31,653	60,627	153,644	18,505	20,030	7,847	6,968	163,932	485,786	44,338	16,950	547,074
Accounting	-	-	-	-	-	-	-	-	-	-	30,330	-	30,330
Assistance to individuals	5,012	197,839	390,953	138,033	1,505	2,431	500	-	8,026	744,299	-	-	744,299
Communications	10,050	40,518	39,937	25,217	4,881	20,441	2,329	1,569	742	145,684	3,950	5,312	154,946
Conferences, conventions, meetings	3,595	3,026	2,650	15,405	2,038	1,002	410	1,723	1	28,850	12,376	3,493	45,719
Depreciation	22,292	59,535	65,161	68,591	10,289	12,003	5,144	3,430	1,715	248,160	68,590	-	316,750
In-kind contributions	40	96,448	39,108	-	17	-	196	-	-	135,809	23,594	-	159,403
Insurance	5,371	10,827	18,268	14,174	3,224	10,907	752	833	227	64,583	7,550	2,545	74,678
Interest	22,944	35,300	67,070	70,600	10,590	12,355	5,285	3,530	1,785	229,449	70,600	-	300,049
Legal	-	-	-	-	-	-	-	-	-	-	27,320	-	27,320
Membership dues	1,795	1,024	1,425	6,195	450	6,514	-	800	-	18,203	20,019	2,404	40,626
Miscellaneous	1,904	4,475	9,008	3,468	4,318	8,800	176	220	278	30,645	10,129	2,291	43,065
Occupancy	36,936	128,658	107,440	67,757	9,760	36,536	2,575	3,394	363	393,419	24,954	8,195	426,568
Printing and publications	1,213	2,117	8,925	15,350	806	5,968	764	855	1	33,999	4,097	30,005	68,101
Rental and equipment maintenance	8,210	13,799	24,712	24,656	3,898	7,292	1,810	1,317	839	86,533	21,602	1,334	109,469
Supplies	5,700	29,306	19,274	11,668	1,734	13,904	575	598	47	82,804	7,879	2,303	92,986
Travel	1,511	30,869	7,144	14,168	862	3,940	176	219	275	58,964	179	142	59,265
<b>Total</b>	<b>\$ 779,813</b>	<b>\$ 1,817,531</b>	<b>\$ 2,757,646</b>	<b>\$ 1,993,722</b>	<b>\$ 412,763</b>	<b>\$ 2,147,569</b>	<b>\$ 130,493</b>	<b>\$ 148,896</b>	<b>\$ 188,391</b>	<b>\$ 10,374,824</b>	<b>\$ 1,350,475</b>	<b>\$ 397,992</b>	<b>\$ 12,123,291</b>

See Independent Auditors' Report.



**WAYPOINT**

Help Along the Way

*Formerly*

**CHILD AND FAMILY SERVICES**

**BOARD OF TRUSTEES**

December 2018

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Borja Alvarez de Toledo

*President/CEO*

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Marilyn Mahoney

Lyndsee Paskalis

Ken Sheldon

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Stephanie Singleton

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**HEADQUARTERS**

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Manchester, NH 03105

[waypointnh.org](http://waypointnh.org)



## **Borja Alvarez de Toledo, M.Ed.**

464 Chestnut St, Manchester, NH. 03105/ 603-782-6442

alvarezdetoledob@waypointnh.org

### **Professional Profile**

- A seasoned leader with more than 18 years of senior level non-profit management experience.
- Strong business acumen with emphasis on developing processes to ensure the alignment of strategy, operations, and outcomes with a strength based approach to leadership development.
- Collaborative leader using systemic and strategic framework in program development, supervision and conflict resolution.

### **Professional Experience**

#### **Waypoint, formerly Child and Family Services of New Hampshire**

Manchester, NH

December 2013- Present

##### ***~ President and CEO***

- Responsible for program planning and development, insuring that Waypoint meets the community needs.
- Advance the public profile of Waypoint by developing innovative approaches and building productive relationships with government, regional and national constituencies.
- Acts as advisor to the Board of Directors and maintains relationships with the regional Boards
- Responsible for all aspects of financial planning, sustainability and oversight of Waypoint's assets
- Work with Development staff and Board of Directors to design and implement all fundraising activities, including cultivation and solicitation of key individuals, foundations and corporations

#### **Riverside Community Care**

Dedham, MA

2009- 2013

##### ***~ Division Director, Child and Family Services***

- Responsible for strategic vision, planning and implementation of the programmatic, operational and financial sustainability of a \$17M division with more than 300 employees.
- In partnership with The Guidance Center, Inc.'s board of directors, played leadership role in successfully merging with Riverside Community Care, through a process that involved strategic planning, analysis and selection of a viable partner.
- Provide supervision to managers using a strength based approach and a collaborative coaching model to leadership development.

#### **The Guidance Center, Inc.**

Cambridge, MA

1998 - 2009

##### ***~ Chief Operating Officer***

2007 - 2009

- Hired initially as Director of an intensive home-based family program and through successive promotions became responsible for all operations in the organization.
- Responsible for supervision of Division Directors, strategic planning and development of new initiatives.
- Developed strategic relationships with state and local funders, and partnered with community agencies to support the healthy growth of children and families.

#### **Private Practice in Psychotherapy and Clinical Consultation**

Madrid, Spain

1992 - 1998



**Universidad Pontificia de Comillas**  
Madrid, Spain

1991 - 1998

**~Adjunct Faculty**

- Taught graduate level courses in Family and Couples Therapy program
- Practicum program supervisor: Supervised first year Master's Degree students through live supervision in the treatment of multi-problem families.

**Centro Médico-Psicopedagógico**  
Madrid, Spain

1994 - 1997

**~Clinical Coordinator/Director of Training.**

- Member of a multi-disciplinary team that provided assessment and treatment to families victims of terrorism and had developed Post Traumatic Stress Disorder.

**ITAD (Institute for Alcohol and Drug Treatment),**  
Madrid, Spain

1991- 1994

**~ Senior Drug and Alcohol Counselor, Drug and Alcohol Program**

- Provided evaluation and treatment for chemically dependent adults and their families.

**~ Senior Family Therapist, Couples and Family Therapy Program**

- Worked as a family therapist in the evaluation and treatment of adolescents and families.

**Charles River Health Management**  
Boston, MA

1989 - 1991

**~ Senior Family Therapist, Home Based Family Treatment Program.**

## **Education**

**Graduate Certificate of Business**

University of Massachusetts, Lowell, 2000.

**Master's Degree in Education**

Counseling Psychology Program. Boston University, 1989.

**B.A. in Clinical Psychology**

Universidad Pontificia de Comillas, Madrid, Spain. 1988

## **Publications**

- 2009 Ayers, S & Alvarez de Toledo, B. Community Based Mental Health with Children and Families. In A. R. Roberts (Ed.) , *Social Worker's Desk Reference* (2<sup>nd</sup> ed.), New York: Oxford University Press, 2009
- 2006 *Topical Discussion: Advancing Community-Based Clinical Practice and Research: Learning in the Field.* Presented at the 19<sup>th</sup> Annual Research Conference: A System of Care for Children's Mental Health: Expanding the Research Base, February 2006, Tampa, FL.
- 2001 Lyman, D.R.; Siegel, R.; Alvarez de Toledo, B.; Ayers, S.; Mikula, J. *How to be little and still think big: Creating a grass roots, evidence based system of care.* Symposium presented at the 14<sup>th</sup> Annual Research Conference in Children's Mental Health, Research and Training Center for Children's Mental Health, February 2001, Tampa, FL.
- 2006 Lyman, D.R., B. Alvarez de Toledo, *The Ecology of intensive community based intervention.* In Lightburn, A., P. Sessions. *Handbook of Community Based Clinical Practice.* Oxford University Press, 2006, England.
- 2001 Lyman, D.R., B. Alvarez de Toledo (2001) *Risk factors and treatment outcomes in a strategic intensive family program.* In Newman, .C, C. Liberton, K. Kutash and R. Friedman, (Eds.) *A System of Care for Children's Mental Health: Expanding the Research Base* (2002), pp. 55-58. Research and Training Center for Children's Mental Health, University of South Florida, Tampa, FL.
- 1994-98 Research papers and professional presentations in peer reviewed journals in Spain

## **Languages**

Fluent in Spanish, French and Italian.

**ANTHONY F. CHEEK, JR.**

464 Chestnut St.  
Manchester, NH 03105  
Phone: (603) 518-4113  
Email: cheekt@cfsnh.org

EXPERIENCE: Child & Family Services Manchester, NH  
01/11- Present Vice President/CFO

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees and a budget of \$12 Million.*

3/07- 1/11 Fountains America, Inc., Pittsfield, NH  
Vice President/Director of Finance

*Overall responsibility for the corporate finance, human resource and information technology functions of a US holding company and its three operating divisions, all subsidiaries of fountains plc headquartered in the UK.*

- US budget responsibility \$7 Million, Group budget \$100 Million.
- Prepare and monitor annual budgets.
- Provide monthly financial analysis and forecasts to US President and UK group CFO.
- Manage corporate risk matters including legal, insurance and compliance issues.
- Oversee corporate tax matters and accounting standards compliance.
- Manage accounting department staff of six for maximum efficiency and responsiveness to internal and external stakeholders.
- Manage all human resource and payroll functions.
- Manage IT infrastructure and support needs.
- Work with US President and Division Presidents on strategic issues, company growth initiatives, product and regional cost analysis and acquisition/due diligence projects.

2/96- 3/07 Lakes Region Community Services Council, Inc., Laconia, NH  
Director of Finance (3/98-3/07)

*Oversee finance, human resource and information technology functions for a private non-profit human services agency with 300 employees, involving four corporate entities and a budget of \$20 Million.*

- Prepare and monitor annual budgets, and report monthly to Board of Directors.
- Negotiate funding with the New Hampshire Department of Health and Human Services.
- Prepare and manage contracts with funding sources and vendors.
- Supervision of 15 staff in finance, human resources and other administrative functions.
- Administer the agency's personnel policies, compensation and benefit plans.
- Ensure compliance with state and federal labor regulations.
- Oversee the installation and support of agency computer systems and networks.
- Implemented new IT network infrastructure for satellite offices to improve

- communication and optimize operations.
- Implemented new Medicaid billing and data collection software system.
- Manage all corporate risk management including legal issues, insurance coverage and corporate compliance matters.

***Assistant Controller (2/96-3/98)***

- Manage Accounting department responsible for five interrelated corporations.
- Oversee general ledgers for all corporations including timely monthly closings and account reconciliations.
- Present financial statements at monthly Board meeting.
- Manage staff of five including A/R, A/P, and G/L staff.
- Responsible for coordination of annual audits.
- Assist in preparation and maintenance of annual budgets.
- Converted general ledger software from an in-house system to Solomon IV, a Windows based multi-company software system.
- Responsible for the startup of two new corporations.
- Provide Executive Directors with accurate and timely operating statements and financial analysis.
- Responsible for daily cash management and banking relationships.

11/87 - 2/96

**Boyd's Potato Chip Co., Inc., Lynn, MA**

***Controller/General Manager***

- Prepared and analyzed monthly profit and loss statement.
- Monitored and controlled the flow of cash receipts and disbursements.
- Researched, designed specifications for and implemented a computer system to automate order entry, A/R, A/P, and inventory control, reducing data entry by 25% and improving inventory control.
- Coordinated annual audits.
- Administered group insurance plans and workers compensation program. Introduced new programs that resulted in savings to company and reduced workplace accidents.
- Renegotiated union contracts with union management.
- Managed all aspects of transportation and distribution, to ensure prompt deliveries and customer satisfaction.
- Supervised a staff of 20 including office, warehouse and transportation personnel.

**EDUCATION:**

1986

***Bachelor of Science in Business Administration***  
**University of New Hampshire, Durham, NH**

**COMPUTER SKILLS:**

Advanced computer skills including Microsoft Excel, Word and Access. Solomon Dynamics and Sage Accpac accounting systems. Crystal and FRx report writers.

Dorothy Gove

**Objective:** To be a profound leader and mentor for individuals who care for, advocate for, and pay for the services impacting the lives of children, families, seniors, and the community. To work with a progressive and highly functioning team.

**Highlights of Qualifications:**

- ❖ Organized, reliable, and dedicated professional, with a proven track record of success in working independently and assuming increased responsibilities.
- ❖ Outstanding organizational skills, with a talent for "seeing the big picture."
- ❖ Articulate and persuasive in written and verbal presentations.
- ❖ Advanced numerous individual and business relationships into long term partnerships.

**Education:**

University of New Hampshire Durham, NH	1983 Bachelor of Science – Nursing
St. Joseph Community College Windham, ME	½ of required credits completed to achieve Master of Science – Health Care Administration.
Certified Fund Raising Executive	2005

**Experience:**

**2006 – Current Home Care Program Director, Child and Family Services**

- ❖ Lead and direct program development, operations, fiscal management, and quality assurance.
- ❖ Care provider supervision, training, and management
- ❖ Oversee the referrals, admissions, and person centered plans of care for over 900 clients annually.

**2001 – 2006 Director Development & Community Relations, VNA of Manchester & So. NH**

- ❖ Met or exceeded budget raising \$1,000,000 in average annual support.
- ❖ Established VNA Legacy Society with eight members in first year.
- ❖ Established Donor and Memorial Recognition Tree with 83 leafs, acorns, and stones added in one year.
- ❖ Hosted Bi-Monthly Cable Access Television Show bringing health information to viewers.

**1997 – 2001 Director Planning & Development, VNA of Manchester & So. NH**

- ❖ Established and implemented successful and progressive development programs.
- ❖ Authored and published: Newsletters, brochures, case statements, funding proposals.
- ❖ Implemented and oversaw the annual sales and marketing plan, promoting services while developing and maintaining relationships with physicians, referring facilities, and payers.
- ❖ Led the strategic planning initiatives including market research, interviews, the annual board retreats as well as leading and overseeing work plan implementation.

**1986 – 1997 Director Specialty Services, VNA of Manchester & So. NH (formerly Elliot)**

Director of Home Health Services, responsible for clinical and financial success of business unit.

- ❖ Responsible for clinical, financial performance and regulatory compliance.

**Community/Volunteer:**

Past President:	Kiwanis Club of Manchester, NH	Active Member 1994 – Current
Graduate:	Leadership Manchester	2002
Chair & Past Sec.	Manchester Regional Area Committee on Aging	2000 - 2015

**Waypoint**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Borja Alvarez de Toledo	CEO	\$185,411	0	0
Colleen Ives	COO	\$108,139	0	0
Anthony Cheek	CFO	\$103,355	0	0
Dorothy Gove	Program Director	\$76,814	60%	\$46,088



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

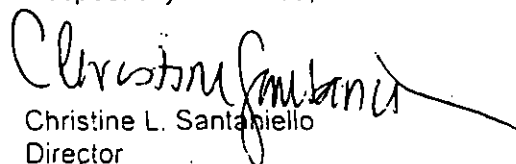
Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

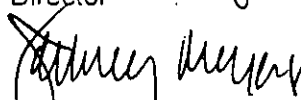
Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

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

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Child and Family Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 464 Chestnut Street, PO Box 448, Manchester, NH 03105-0448.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$1,134,135.00 from \$2,334,480.04 to read: \$3,468,615.04.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1, Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2, Amendment #1
7. Add Exhibit K, DHHS Information Security Requirements
8. Add Attachment A – Amendment #1

**New Hampshire Department of Health and Human Services**  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Child and Family Services

12/27/2017  
Date

Bozja Alvarez de Tovar  
Name: Bozja ALVAREZ DE TOVAR  
Title: President & CEO

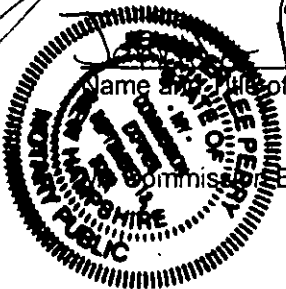
Acknowledgement of Contractor's signature:

State of New Hampshire, County of Hillsborough on December 27, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jessica Perry  
Signature of Notary Public or Justice of the Peace

Jessica Perry Notary  
Name and Title of Notary or Justice of the Peace

Expires: September 13, 2022





**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



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

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name: Megan A. Kelly  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1  
Hillsborough County**

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

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

**07/01/2018 through 06/30/2019 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

**Exhibit B-2 Rate Sheet, Amendment #1  
Merrimack County**

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

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

**07/01/2018 through 06/30/2019 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$10.06	\$620,158.76
In Home Care Services (Title III)	1/2 Hour	6,236	\$10.06	\$62,734.16
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$13.13	\$13,655.20
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$25.73	\$3,859.50

Initials JK

Date 12/22/12



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*[Handwritten Signature]*

# New Hampshire Department of Health and Human Services

## Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

*JK*

12/23/17

## Attachment A – Amendment #1

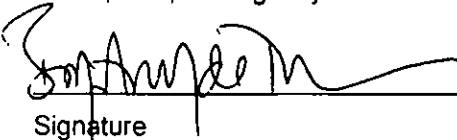
### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

ROSALBA ALVARIZ DE TOWSON, PRESIDENT & CEO, CHILD AND FAMILY SERVICES of NH

Name, Title, and Agency Name



Signature

12/27/17

Date



16  
max

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

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.



Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

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

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

Area served: Statewide

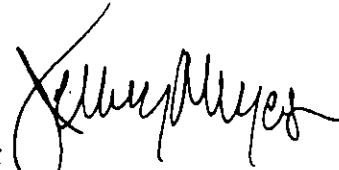
Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

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

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

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

Androscoggin Valley Home Care (Vendor #157347)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

Area Home Care Family Services, Inc (Vendor #166931)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

Child and Family Services (Vendor #177166)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

Cornerstone VNA (Vendor #230881)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

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

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-03)

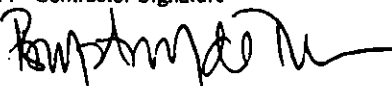
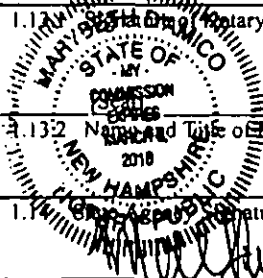
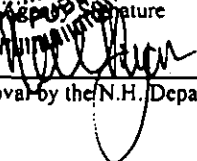
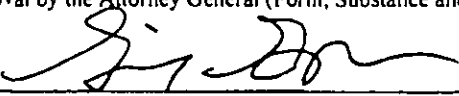
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Child and Family Services		1.4 Contractor Address 464 Chestnut Street P.O Box 448 Manchester, NH 03105-0448	
1.5 Contractor Phone Number 603-518-4300	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$2,334,480.04
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Sojea Alvarez de Toledo President & CEO	
1.13 Acknowledgement: State of <u>New Hampshire</u> County of <u>Hillsborough</u> On <u>11/22/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.14 Signature of Notary Public or Justice of the Peace  <u>Marybeth D'Amico</u>			
1.15 Name and Title of State Agency Signatory <u>MARYBETH D'Amico Administrative Asst</u> Date: <u>11/30/16</u>			
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By:  Director, On:			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: On:			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

- 8.1.1 failure to perform the Services satisfactorily or on schedule;
- 8.1.2 failure to submit any report required hereunder; and/or
- 8.1.3 failure to perform any other covenant, term or condition of this Agreement.

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the following service areas:
  - 1.3.1. Hillsborough County.
  - 1.3.2. Merrimack County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).





- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her

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- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.

**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide, In Home Nursing Services**



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

**2.2. The Contractor shall administer services as follows:**



2.2.1. Access to Services

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

2.2.2. Client Request and Application for Services

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

2.2.3. Client Eligibility Requirements for Services

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5

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- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

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



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

2.2.6. Client Fees and Donations

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



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

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

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

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

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

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

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

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those





services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

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

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.

2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.

2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.

2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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

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

2.2.13. Privacy and Security of Client Information

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

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



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



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

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

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

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

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

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

#### 2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

#### 2.2.16. Client Feedback

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

### 3. **Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

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

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.

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

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

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

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**Method and Conditions Precedent to Payment**

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

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



**Exhibit B-1 Rate Sheet  
Hillsborough County**

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

01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	61,646	\$9.58	\$590,568.68
In Home Care Services (Title III)	1/2 Hour	6,236	\$9.58	\$59,740.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$12.50	\$13,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$24.50	\$3,675.00

07/01/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	15,412	\$9.58	\$147,646.96
In Home Care Services (Title III)	1/2 Hour	1,559	\$9.58	\$14,935.22
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	260	\$12.50	\$3,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	38	\$24.50	\$931.00

Contractor Initials: BAF

Date: 1/22/16

**Exhibit B-2 Rate Sheet  
Merrimack County**

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

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	30,823	\$9.58	\$295,284.34
In Home Care Services (Title III)	1/2 Hour	3,118	\$9.58	\$29,870.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	520	\$12.50	\$6,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	75	\$24.50	\$1,837.50

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	61,646	\$9.58	\$590,568.68
In Home Care Services (Title III)	1/2 Hour	6,236	\$9.58	\$59,740.88
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,040	\$12.50	\$13,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	150	\$24.50	\$3,675.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	15,412	\$9.58	\$147,646.96
In Home Care Services (Title III)	1/2 Hour	1,559	\$9.58	\$14,935.22
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	260	\$12.50	\$3,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	38	\$24.50	\$931.00

*BAT*  
11/22/16



**SPECIAL PROVISIONS**

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

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



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

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

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

New Hampshire Department of Health and Human Services  
Exhibit C



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

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



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

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

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

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

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



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

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

**DEFINITIONS**

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**

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





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1:3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

Contractor Name: CHILD AND FAMILY SERVICES A NH

Name: Sofia ALVAREZ DE TOLEDO

Title: President CEO

11/17/16  
Date

Contractor Initials SA  
Date 11/17/16



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name: *Child and Family Service NH*

*[Signature]*

Name: *Soja Alvarez de Toledo*

Title: *President of CSU*

11/22/16  
Date



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

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

**INSTRUCTIONS FOR CERTIFICATION**

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

New Hampshire Department of Health and Human Services  
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

11/22/16  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Baja Alvarez de Toledo  
Title: President of CEO

Contractor Initials BA  
Date 11/22/16



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

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

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

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

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

Exhibit G

Contractor Initials

*BT*

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

New Hampshire Department of Health and Human Services  
Exhibit G



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

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

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

11/22/16  
Date

Contractor Name: Child and Family Services of NH  
[Signature]  
Name: Boja Alvarez de Toledo  
Title: President & CEO

Exhibit G

Contractor Initials

BAF

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



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Child and Family Service of NH

11/22/16  
Date

[Signature]  
Name: Wija Aworinde Toledo  
Title: President & CEO





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

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

(1) **Definitions.**

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

SA7



Exhibit I

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

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

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



Exhibit I

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

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

**(3) Obligations and Activities of Business Associate.**

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

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

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

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Exhibit I

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

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



Exhibit I

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

(4) **Obligations of Covered Entity**

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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



Exhibit I

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

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

\_\_\_\_\_  
The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director, OHS  
Title of Authorized Representative

11/30/14  
Date

Child and Family Services of NH  
Name of the Contractor

[Signature]  
Signature of Authorized Representative

Boija Alvarez de Toledo  
Name of Authorized Representative

President & CEO  
Title of Authorized Representative

11/22/16  
Date



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

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

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

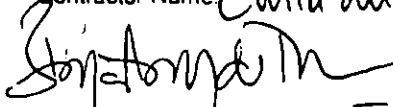
1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)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

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

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

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

11/22/16  
Date

Contractor Name: Child and Family Services of NH  
  
Name: Sofia Alvarez de Toledo  
Title: President & CEO



**FORM A**

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

1. The DUNS number for your entity is: 09-550-5905
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

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

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

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

NO                       YES

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

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

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

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





**State of New Hampshire  
Department of Health and Human Services  
Amendment #2 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cornerstone VNA (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 178 Farmington Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$456,012.37.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4/25/19  
Date

Deborah D. Schretz  
Name: Deborah D. Schretz  
Title: Director, Division Long Term  
Supports & Services  
Cornerstone VNA

4-8-2019  
Date

Julie A. Reynolds CEO  
Name: Julie A. Reynolds  
Title: Chief Executive Officer

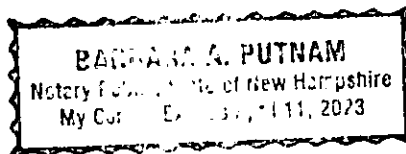
Acknowledgement of Contractor's signature:

State of N.H., County of Stafford on April 8, 2019 before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Barbara A. Putnam  
Signature of Notary Public or Justice of the Peace

Barbara A. Putnam - Notary Public  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/11/2023



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



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

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

  
Name: Nancy S. Smyth  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

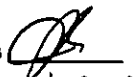


Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

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

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

  
4-8-19

**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Cornerstone VNA Adult In-Home Care</b>
---

01/01/2017 through 06/30/2017 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,364	\$9.58	\$ 60,967.12
Title IIIB In Home Services	1/2 Hour	0	\$9.58	\$ -
Title IIIB Home Health Aide	1/2 Hour	120	\$12.50	\$ 1,500.00
Title IIIB Nursing	1/2 Hour	0	\$24.50	\$ -

07/01/2017 through 06/30/2018 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	12,728	\$10.06	\$ 128,043.68
Title IIIB In Home Services	1/2 Hour	0	\$10.06	\$ -
Title IIIB Home Health Aide	1/2 Hour	239	\$13.13	\$ 3,138.07
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2018 through 06/30/2019 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	12,728	\$10.06	\$ 128,043.68
Title IIIB In Home Services	1/2 Hour	0	\$10.06	\$ -
Title IIIB Home Health Aide	1/2 Hour	239	\$13.13	\$ 3,138.07
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2019 through 06/30/2020 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	10,670	\$12.00	\$ 128,043.68
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$ -
Title IIIB Home Health Aide	1/2 Hour	196	\$16.00	\$ 3,138.07
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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4-8-19

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

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DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

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5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

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# State of New Hampshire

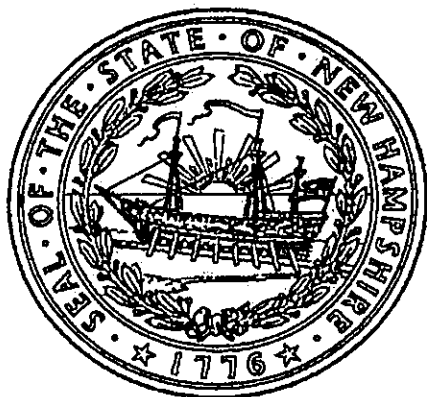
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that 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 : 0004382655



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 January A.D. 2019.

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

William M. Gardner  
Secretary of State

## Filing History

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

<b>Business Name</b>	<b>Business ID</b>
CornerStone VNA	64220

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003188881	11/30/2015	11/30/2015	Nonprofit Report	2015
0000663058	08/17/2012	08/17/2012	Amendment	N/A
0000663057	04/01/2010	04/01/2010	Annual Report	2010
0000663056	12/29/2005	12/29/2005	Change of Business Address	N/A
0000663055	06/03/2005	06/03/2005	Annual Report	2005
0000663054	11/12/2004	11/12/2004	Amendment	N/A
0000663053	01/24/2001	01/24/2001	Amendment	N/A
0000663052	05/30/2000	05/30/2000	Annual Report	2000
0000663051	12/31/1999	12/31/1999	Survivor	N/A
0000663050	02/24/1995	02/24/1995	Annual Report	1995
0000663049	03/08/1976	03/08/1976	Annual Fee	N/A
0000663048	01/04/1967	01/04/1967	Business Formation	N/A

Page 1 of 1, records 1 to 12 of 12

[Back](#)

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

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# CERTIFICATE OF VOTE

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

1. I am a duly elected Officer of Cornerstone VNA  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 03/21/2019:  
(Date)

**RESOLVED:** That the            Chief Executive Officer  
(Title of Contract Signatory)

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

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 8th day of April, 2019.  
(Date Amendment Signed)

4. Julie A. Reynolds is the duly elected Chief Executive Officer  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Jacqueline Fitzpatrick  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Strafford

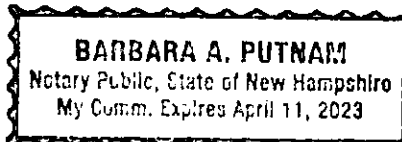
The forgoing instrument was acknowledged before me this 8 day of April, 2019.

By Jacqueline Fitzpatrick  
(Name of Elected Officer of the Agency)

Barbara A. Putnam  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 04/11/2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/05/2019

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

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

<b>PRODUCER</b> HBL Group LLC Insurance Agency 9 Colonial Way Suite A  Barrington NH 03825		CONTACT NAME: Deborah Gifford	
		PHONE (A/C, No, Ext): (603) 280-4200	FAX (A/C, No): (603) 280-4199
		E-MAIL ADDRESS: deb@hblgroupllc.com	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		INSURER A: Philadelphia Insurance Companies	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
<b>INSURED</b>  Cornerstone VNA 178 Farmington Road  Rochester NH 03867		NAIC #	

**COVERAGES**

CERTIFICATE NUMBER: CL1913001954

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY			PHPK1837084	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	<input checked="" type="checkbox"/> General Liability						MED EXP (Any one person) \$ 5,000
	<input checked="" type="checkbox"/> Professional Liab. C Made						PERSONAL & ADV INJURY \$ 1,000,000
GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE \$ 3,000,000
<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC							PRODUCTS - COM/POP AGG \$ 2,000,000
OTHER:							\$
<b>AUTOMOBILE LIABILITY</b>							COMBINED SINGLE LIMIT (Ea accident) \$
<input type="checkbox"/> ANY AUTO							BODILY INJURY (Per person) \$
<input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS							BODILY INJURY (Per accident) \$
<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY							PROPERTY DAMAGE (Per accident) \$
							\$
	<input checked="" type="checkbox"/> UMBRELLA LIAB			PHPK1837084	07/01/2018	07/01/2019	EACH OCCURRENCE \$ 2,000,000
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 2,000,000
<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE							\$
DED <input type="checkbox"/> RETENTION \$							
<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>							PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/>
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N N/A							E.L. EACH ACCIDENT \$
If yes, describe under DESCRIPTION OF OPERATIONS below							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

Refer to policy for exclusionary endorsements and special provisions.

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire Dept of Health and Human Services 129 Pleasant St  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE  <i>Deborah Gifford</i>

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

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

<b>PRODUCER</b> USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 855 874-0123      FAX (A/C, No):	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURED</b> CornerStone VNA 178 Farmington Road Rochester, NH 03867	<b>INSURER(S) AFFORDING COVERAGE</b>	
	INSURER A : Technology Insurance Company, Inc.      NAIC # 42376	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

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


INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE	\$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
							PRODUCTS - COM/PROP AGG	\$
								\$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	\$
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE	\$
							AGGREGATE	\$
								\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	TWC3724594	07/01/2018	07/01/2019	X PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$500,000
							E.L. DISEASE - EA EMPLOYEE	\$500,000
							E.L. DISEASE - POLICY LIMIT	\$500,000

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

\*\*\*Workers Compensation\*\*\* 3.A. NH  
RE: Evidence of Insurance.

**CERTIFICATE HOLDER**

**CANCELLATION**

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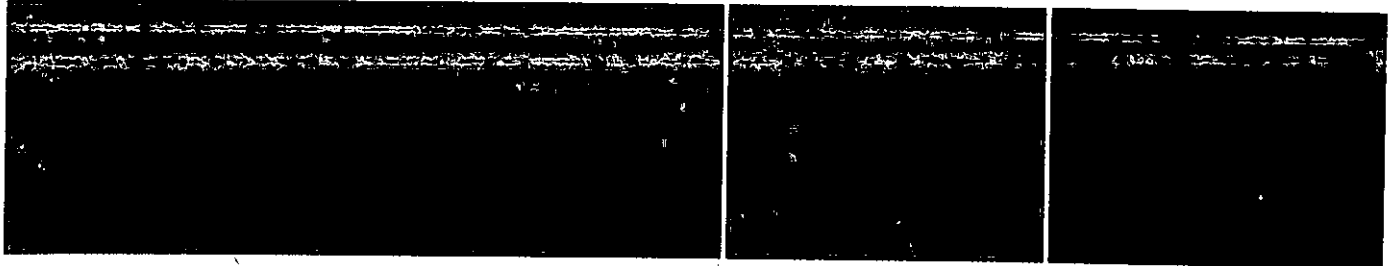


**CORNERSTONE VNA**  
HOME • HEALTH • HOSPICE

*Trusted Care since 1913*

## MISSION STATEMENT

**“Our mission is to promote the optimum level of well-being, independence and dignity of those living in the community by providing trusted, compassionate and expert health care.”**



**CORNERSTONE VNA**  
**HOME • HEALTH • HOSPICE**

*Trusted Care since 1913*

**FINANCIAL STATEMENTS**

**December 31, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Cornerstone VNA

We have audited the accompanying financial statements of Cornerstone VNA, which comprise the balance sheets as of December 31, 2018 and 2017, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

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

### ***Auditor's Responsibility***

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

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

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

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone VNA as of December 31, 2018 and 2017, and the results of its operations, changes in its net assets and its cash flows for the years then ended, in accordance with U.S. GAAP.

*BerryDunn McNeil & Parker, LLC*

Manchester, New Hampshire  
March 21, 2019

**CORNERSTONE VNA****Balance Sheets****December 31, 2018 and 2017****ASSETS**

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 1,432,255	\$ 1,026,067
Patient accounts receivable, less allowance for uncollectable accounts of \$116,956 in 2018 and \$70,537 in 2017	1,311,397	1,789,105
Prepaid expenses and other current assets	<u>140,747</u>	<u>239,803</u>
Total current assets	2,884,399	3,054,975
Investments and assets limited as to use	2,518,444	1,938,659
Beneficial interest in perpetual trust	806,993	938,868
Property and equipment, net	<u>889,926</u>	<u>1,068,883</u>
Total assets	<u>\$ 7,099,762</u>	<u>\$ 7,001,385</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Accounts payable and accrued expenses	\$ 453,528	\$ 512,830
Accrued payroll and related expenses	916,015	786,381
Deferred revenue	433,143	362,886
Current portion of obligation under capital lease	<u>8,691</u>	<u>8,463</u>
Total current liabilities	1,811,377	1,670,560
Long-term liabilities		
Obligation under capital lease, excluding current portion	<u>8,925</u>	<u>17,616</u>
Total liabilities	<u>1,820,302</u>	<u>1,688,176</u>
Net assets		
Net assets without donor restrictions	4,472,467	4,374,341
Net assets with donor restrictions	<u>806,993</u>	<u>938,868</u>
Total net assets	<u>5,279,460</u>	<u>5,313,209</u>
Total liabilities and net assets	<u>\$ 7,099,762</u>	<u>\$ 7,001,385</u>

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

**CORNERSTONE VNA**

**Statements of Operations**

**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$11,404,206	\$11,250,763
Provision for bad debt	<u>(185,000)</u>	<u>(90,000)</u>
Net patient service revenue	11,219,206	11,160,763
Grants	111,887	113,758
Municipal appropriations	67,329	67,361
United Way	5,962	5,721
Other revenue	<u>3,285</u>	<u>-</u>
Total operating revenue	<u>11,407,669</u>	<u>11,347,603</u>
Operating expenses		
Salaries and benefits	8,985,473	9,019,780
Professional fees and contract services	185,869	60,946
Transportation	343,505	322,047
Program supplies and expense	869,787	806,407
Occupancy	34,247	35,301
Depreciation and amortization	183,297	84,598
Other operating expenses	<u>720,051</u>	<u>670,604</u>
Total operating expenses	<u>11,322,229</u>	<u>10,999,683</u>
Operating income	<u>85,440</u>	<u>347,920</u>
Other revenue and gains (losses)		
Contributions	78,214	55,925
Investment income	68,491	49,472
Change in fair value of investments	<u>(134,019)</u>	<u>155,543</u>
Total other revenue and gains	<u>12,686</u>	<u>260,940</u>
Excess of revenues over expenses and increase in net assets without donor restrictions	<u>\$ 98,126</u>	<u>\$ 608,860</u>

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



**CORNERSTONE VNA**

**Statements of Changes in Net Assets**

**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Net assets without donor restrictions		
Excess of revenues over expenses and increase in net assets without donor restrictions	\$ 98,126	\$ 608,860
Net assets with donor restrictions		
Change in fair value of beneficial interest in perpetual trust	<u>(131,875)</u>	<u>108,725</u>
Change in net assets	(33,749)	717,585
Net assets, beginning of year	<u>5,313,209</u>	<u>4,595,624</u>
Net assets, end of year	<u>\$ 5,279,460</u>	<u>\$ 5,313,209</u>

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

**CORNERSTONE VNA**

**Statements of Cash Flows**

**Years Ended December 31, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ (33,749)	\$ 717,585
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation and amortization	183,297	84,598
Provision for bad debt	185,000	90,000
Gain on disposal of fixed assets	(3,285)	-
Change in fair value of investments	134,019	(155,543)
Change in fair value of beneficial interest in perpetual trust held by others	131,875	(108,725)
(Increase) decrease in the following assets		
Patient accounts receivable	292,708	(312,156)
Prepaid expenses and other current assets	99,056	(137,374)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	178,953	246,356
Accrued payroll and related expenses	129,634	31,057
Deferred revenue	<u>70,257</u>	<u>(115,110)</u>
Net cash provided by operating activities	<u>1,367,765</u>	<u>340,688</u>
Cash flows from investing activities		
Purchases of investments	(787,641)	(198,883)
Proceeds from sale of investments	73,837	156,972
Capital expenditures	<u>(239,310)</u>	<u>(623,765)</u>
Net cash used by investing activities	<u>(953,114)</u>	<u>(665,676)</u>
Cash flows from financing activities		
Principal payments on obligation under capital lease	<u>(8,463)</u>	<u>(8,242)</u>
Net increase (decrease) in cash and cash equivalents	406,188	(333,230)
Cash and cash equivalents, beginning of year	<u>1,026,067</u>	<u>1,359,297</u>
Cash and cash equivalents, end of year	<u>\$ 1,432,255</u>	<u>\$ 1,026,067</u>
Supplemental disclosures of cash flow information:		
Acquisition of equipment in accounts payable	\$ <u>          -</u>	\$ <u>238,255</u>

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

# CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2018 and 2017

### 1. Summary of Significant Accounting Policies

#### Organization

Cornerstone VNA (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home health, hospice, and community health promotion services in Rochester, New Hampshire and the surrounding communities.

#### Basis of Presentation

The financial statements of the Association have been prepared in accordance with U.S. generally accepted accounting principles, which require the Association to report information regarding to its financial position and activities according to the following net asset classification:

**Net assets without donor restrictions:** Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

**Net assets with donor restrictions:** Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of activities and changes in net assets.

#### Income Taxes

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

#### Use of Estimates

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

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

**Cash and Cash Equivalents**

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

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Allowance For Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 70,537	\$ 112,710
Provision	185,000	90,000
Write-offs	<u>(138,581)</u>	<u>(132,173)</u>
Balance, end of year	<u>\$ 116,956</u>	<u>\$ 70,537</u>

The change in the provision was primarily due to increases in historical write-offs.

**Investments**

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

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

## CORNERSTONE VNA

### Notes to Financial Statements

December 31, 2018 and 2017

#### **Assets Limited As To Use**

Assets limited as to use consist of assets designated by the board or restricted by donors.

#### **Beneficial Interest in Perpetual Trust**

The Association is an income beneficiary of a perpetual trust administered by others. Although the Association does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Association. There are no restrictions on the use of this income. The Association's share of trust principal is recognized as net assets with donor restrictions at fair value. Changes in fair value are recognized as increases and/or decreases in the net assets with donor restrictions. Annual income distributions are recognized as increases in net assets without donor restrictions.

#### **Property and Equipment**

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

#### **Net Assets With Donor Restrictions**

Net assets with temporary donor restrictions are those whose use by the Association has been limited by donors to a specific time period or purpose. There were no net assets with temporary donor restrictions for the years ended December 31, 2018 and 2017.

Net assets with perpetual donor restrictions have been restricted by donors to be maintained in a trust for the benefit of the Association in perpetuity.

#### **Patient Service Revenue**

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

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

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

# CORNERSTONE VNA

## Notes to Financial Statements

December 31, 2018 and 2017

### Deferred Revenue

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

### Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

### Recently Issued Accounting Pronouncement

In August 2016, the Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities (Topic 958), which makes targeted changes to the not-for-profit financial reporting model. The new ASU marks the completion of the first phase of a larger project aimed at improving not-for-profit financial reporting. Under the new ASU, net asset reporting is streamlined and clarified. The existing three category classification of net assets is replaced with a simplified model that combines temporarily restricted and permanently restricted into a single category called "net assets with donor restrictions." The guidance for classifying deficiencies in endowment funds and on accounting for the lapsing of restrictions on gifts to acquire property, plant, and equipment has also been simplified and clarified. New disclosures highlight restrictions on the use of resources that make otherwise liquid assets unavailable for meeting near-term financial requirements. The ASU also imposes several new requirements related to reporting expenses. The ASU is effective for and was adopted by the Association for the year ended December 31, 2018.

The effects of implementing ASU No. 2016-14 include rewording unrestricted net assets as net assets without donor restrictions, permanently restricted net assets as net assets with donor restrictions, including a more detailed presentation of functional expenses, and adding new disclosures related to the availability and liquidity of financial assets available for general expenditure.

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

**2. Investments and Assets Limited as to Use**

Investments and assets limited as to use, stated at fair value, consisted of the following:

	<u>2018</u>	<u>2017</u>
Cash equivalents	\$ 51,591	\$ 253,998
Certificates of deposit	657,372	418,547
Debt instruments		
Corporate	204,004	206,017
Marketable equity securities	365,123	397,922
Mutual funds		
Equity funds	797,830	378,184
Fixed income funds	279,539	184,372
International funds	162,985	99,619
Beneficial interest in perpetual trust	<u>806,993</u>	<u>938,868</u>
Total investments	<u>\$ 3,325,437</u>	<u>\$ 2,877,527</u>
Comprised of:		
Funds without donor restrictions		
Long-term assets (undesignated)	\$ 1,415,838	\$ 557,452
Board designated assets limited as to use	1,102,606	1,381,207
Funds with donor restrictions of perpetual duration		
Beneficial interest in perpetual trust	<u>806,993</u>	<u>938,868</u>
Total investments	<u>\$ 3,325,437</u>	<u>\$ 2,877,527</u>

**Fair Value of Financial Instruments**

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

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

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

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

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

Assets measured at fair value on a recurring basis were as follows:

Fair Value Measurements at December 31, 2018

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 51,591	\$ 51,591	\$ -	\$ -
Certificates of deposit	657,372	657,372	-	-
Debt instruments				
Corporate	204,004	-	204,004	-
Marketable equity securities	365,123	365,123	-	-
Mutual funds				
Equity funds	797,830	797,830	-	-
Fixed income funds	279,539	279,539	-	-
International funds	162,985	162,985	-	-
Beneficial interest in perpetual trusts	<u>806,993</u>	<u>-</u>	<u>-</u>	<u>806,993</u>
<b>Total investments</b>	<b>\$ <u>3,325,437</u></b>	<b>\$ <u>2,314,440</u></b>	<b>\$ <u>204,004</u></b>	<b>\$ <u>806,993</u></b>

Fair Value Measurements at December 31, 2017

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 253,998	\$ 253,998	\$ -	\$ -
Certificates of deposit	418,547	418,547	-	-
Debt instruments				
Corporate	206,017	-	206,017	-
Marketable equity securities	397,922	397,922	-	-
Mutual funds				
Equity funds	378,184	378,184	-	-
Fixed income funds	184,372	184,372	-	-
International funds	99,619	99,619	-	-
Beneficial interest in perpetual trusts	<u>938,868</u>	<u>-</u>	<u>-</u>	<u>938,868</u>
<b>Total investments</b>	<b>\$ <u>2,877,527</u></b>	<b>\$ <u>1,732,642</u></b>	<b>\$ <u>206,017</u></b>	<b>\$ <u>938,868</u></b>



**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

Investment income and gains (losses) for investments and assets limited as to use, cash equivalents, and other investments are included in other revenue and gains (losses) and changes in net assets and are comprised of the following:

	<u>2018</u>	<u>2017</u>
Net assets without donor restrictions		
Investment income	\$ 68,491	\$ 49,472
Change in fair value of investments	(134,019)	155,543
Net assets with donor restrictions		
Change in market value in beneficial interest in perpetual trust	<u>(131,875)</u>	<u>108,725</u>
Total	<u>\$ (197,403)</u>	<u>\$ 313,740</u>

The following table sets forth a summary of the changes in the level 3 beneficial interest in perpetual trust:

December 31, 2016	\$ 830,143
Change in fair value	<u>108,725</u>
December 31, 2017	938,868
Change in fair value	<u>(131,875)</u>
December 31, 2018	<u>\$ 806,993</u>

**3. Property and Equipment**

Property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 50,485	\$ 50,485
Land improvements	48,532	48,532
Building and improvements	900,424	900,424
Computer equipment - homecare homebase	554,036	547,036
Furniture, fixtures, and equipment	<u>1,157,254</u>	<u>1,173,214</u>
Total cost	2,710,731	2,719,691
Less accumulated depreciation	<u>1,820,805</u>	<u>1,650,808</u>
Property and equipment, net	<u>\$ 889,926</u>	<u>\$ 1,068,883</u>

10/10/10

10/10/10

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**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

**4. Leases**

The Association leases software under a noncancelable capital lease. Future minimum lease payments under this lease are:

2019	9,054
2020	<u>9,054</u>
	18,108
Less amount reported as interest at 2.659%	<u>492</u>
	17,616
Less current portion	<u>8,691</u>
Obligation under capital lease, excluding current portion	<u>\$ 8,925</u>

Amortization expense was \$8,463 in 2018 and \$8,242 in 2017.

**5. Patient Service Revenue**

Patient service revenue was as follows:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 8,825,364	\$ 8,459,370
Medicaid	205,646	248,625
Other third-party payers	1,963,561	2,030,903
Private pay	<u>409,635</u>	<u>511,865</u>
Total	<u>\$11,404,206</u>	<u>\$11,250,763</u>

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

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

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$548,092 and \$591,179 for the years December 31, 2018 and 2017, respectively.

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

**6. Retirement Plan**

The Association has a 403(b) retirement plan. The retirement plan expense was \$194,954 and \$161,254 for the years ended December 31, 2018 and 2017, respectively.

**7. Functional Expenses**

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

	<u>2018</u>	<u>2017</u>
Program services		
Salaries and benefits	\$ 7,998,307	\$ 8,118,639
Professional fees and contract services	166,390	1,853
Transportation	325,589	310,125
Program supplies and expense	869,787	806,407
Occupancy	30,764	31,954
Depreciation and amortization	164,656	76,578
Other operating expenses	<u>646,822</u>	<u>607,031</u>
Total program services	<u>10,202,315</u>	<u>9,952,587</u>
Administrative and general		
Salaries and benefits	987,166	901,141
Professional fees and contract services	19,479	59,093
Transportation	17,916	11,922
Occupancy	3,483	3,347
Depreciation and amortization	18,641	8,020
Other operating expenses	<u>73,229</u>	<u>63,573</u>
Total administrative and general	<u>1,119,914</u>	<u>1,047,096</u>
Total	<u>\$11,322,229</u>	<u>\$10,999,683</u>

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

**8. Availability and Liquidity of Financial Assets**

As of December 31, 2018, the Association has working capital of \$1,073,022 and average days (based on normal expenditures) cash and liquid investments on hand of 129 which includes cash, cash equivalents and long-term investments, net of funds to be held in perpetuity.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds, were as follows as of December 31:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 1,432,255	\$ 1,026,067
Patient accounts receivable, net	1,311,397	1,789,105
Investments	<u>2,518,444</u>	<u>1,938,659</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 5,262,096</u>	<u>\$ 4,753,831</u>

The Association manages its cash available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability; and
- Maintaining adequate liquid assets

**9. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of patient accounts receivable by funding source:

	<u>2018</u>	<u>2017</u>
Medicare	76 %	82 %
Other	<u>24</u>	<u>18</u>
Total	<u>100 %</u>	<u>100 %</u>

**CORNERSTONE VNA**

**Notes to Financial Statements**

**December 31, 2018 and 2017**

**10. Malpractice Insurance**

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2018 and 2017, nor are there any unasserted claims or incidents, which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

**11. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through March 21, 2019, which is the date the financial statements were available to be issued.



**CORNERSTONE VNA**  
HOME • HEALTH • HOSPICE

## **2019 BOARD OF DIRECTORS**

- |  |  |
|--|--|
| 1. Paul Drager, President                    | Med Ethics Consulting                            |
| 2. Ruth Henderson, Vice President            | Retired, Registered Nurse                        |
| 3. Sharla Rollins, Treasurer                 | Federal Savings Bank                             |
| 4. Jackie Fitzpatrick, Secretary             | Retired – UNH Professor                          |
| 5. Susan Gaudiello, Immediate Past President | Retired – Home Care Association of New Hampshire |
| 6. Archana Bhargava, MD – Member at Large    | Frisbie Memorial Hospital, Oncologist            |
| 7. Anne Brown                                | DayStar Computer Services, Marketing             |
| 8. Tracey Collins                            | Frisbie Memorial Hospital – Quality Improvement  |
| 9. Cathy DiPentima                           | Rochster District VNA – Staff Educator           |
| 10. Brian Gasbarro                           | Financial Advisor – Trilogy                      |
| 11. Greg Hopkins                             | Partner – HBL Group                              |

**JULIE REYNOLDS**



**PROFESSIONAL EXPERIENCE:**

**Comerstone VNA (formerly Rochester District VNA)** 2013 - Present

*Chief Executive Officer* - Responsible for Board Relations, Program Development, Staffing and Personnel, Fiscal Management, Community Relationships.

**Rochester District Visiting Nurse Association dba Your VNA**

Formerly Rural District VNA 1997 - 2013

**RN, Chief Clinical Officer** - Responsible for Clinical Administration and overall agency administrator in the absence of the Chief Executive Officer.

Responsible for the ongoing coordination, supervision of Team Managers, Support Service Manager, Rehab Manager, Social Work Manager and Nursing Specialty staff. Supervised and coordinated the Senior Companion Program/Volunteer Visitor Program through training and interacting with volunteers, companions and administration. Function as Agency liaison with other health care practitioners and represent the agency in community and state activities; especially with the Discharge Coordinators, Social Services at hospitals, physicians and other referral sources.

**RN, Nursing Coordinator** - 1994 - 1997

Supervision and coordination of the Home Care Program. Participated in all activities relevant to the professional services provided.

**Home Health VNA** 1988 - 1994

*Staff Nurse and Team Leader*

**Hale Hospital** 1987

*Nurse Manager*

*Staff RN*

*Staff LPN*

1984 - 1987

1978 - 1984

**EDUCATION:**

2008 Master of Science - Management  
New England College

2005 Bachelor Degree - Health Care Administration  
Granite State College

Management Seminars

1993 Diabetic Educator Certificate Program  
Dartmouth Hitchcock Medical Center

1984 Associate Degree in Science of Nursing  
Northern Essex Community College

1978 Licensed Practical Nurse  
Whittier Regional Vocational - Technical College

**PROFESSIONAL AFFILIATIONS:**

Home Care Association of New Hampshire  
Rural Home Care Network



Addendum A

Cornerstone VNA  
License # 02814

Attachment to Application for Residential or Health Care License 2015  
Section Facility Service Description

- I. 1. Cornerstone VNA provides skilled nursing (including many nurses certified in specialty areas; i.e. wound / ostomy nurses, psych nurses, diabetic educator, lactation consultants and intravenous nurse), Physical Therapists, Occupational Therapists; Speech Therapists, Medical Social Workers and a Life Care Program which includes: Licensed Nursing Assistants, Personal Care Service Providers (PCSP's), homemakers, Companions and In-Home Providers. Home health services are offered on an intermittent basis, although we are offering some extended blocks of time and private-duty support services. We work with multiple payors and receive some municipal funding. We have a volunteer visitor program.

We have an active health screening program with approximately 20 free clinics at various locations in the community and provide flu and pneumonia shots. Some patients are seen in the office if not homebound, for injections, foot care, and dressing changes with physician orders when required. Mantoux tests and hepatitis shots are provided to community organizations on request and also at the office.

We also have a Hospice Program which is separately licensed.

# JANICE M.R.HOWARD

## OBJECTIVE

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Coordination and oversight of all aspects of care provided by Companions, In Home Care Services Staff/HMK, Licensed Nursing Assistants, Personal Care Service Providers, as well as the Life Care Administrative Assistant. Attends meetings and other events as appropriate; functioning as an agency liaison in community/state activities. Maintain compliance with federal, state, and local regulatory agencies. Promote a positive work environment for all agency staff.

## WORK EXPERIENCE

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2013 to Present Cornerstone VNA – *Life Care Director (April 2014 title change to Life Care Director March 6, 2013 Cornerstone VNA Rochester NH*

### *Support Services & Adult Day Care Manager*

- Responsible for coordination of services, increasing our visibility in the community. Accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Ensure quality and safe operations of the Adult Day Center, in compliance with Agency policy & procedures and state regulations
- Supervision, coordination, and oversight of all aspects of care provided by Companions, Homemakers, and Personal Care Service Providers.
- Supervision of Support Services employees & Scheduler
- Promote a positive work environment

2002-2004 RRDVNS & Hospice Rochester, NH  
*HMK Coordinator (HCA Coordinator as of 1/1/03).*

- Supervise and Coordinate Homemaking staff
- Responsible for coordination of services, accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Case management for homemaking only clients.
- Complete Homemaker referral process and verify reimbursement documentation.
- Promote a positive work environment

2000-2002 RRDVNS & Hospice Rochester, NH

### *Medical Supply Coordinator*

- Ordering of supplies.
- Inventory
- Supervise assistant supply coordinator
- Complete cost comparison two times per year.

1999-2002 RRDVNS & Hospice Rochester, NH

*HCA/HMK Scheduler*

- Schedule HMK and HCA's.
- Check day sheets for errors.
- Entered patient information into database, generate Pt. P.O.C.
- Schedule and coordinate HCA/HMK Introduction to services.
- Assisted supervisor with other office tasks as needed.

1988-2000 Rural District VNA Farmington, NH

*Certified Nursing Assistant*

- Assisted patients with ADL's and other tasks designated by the patient individual plan of care

## EDUCATION

1989 Home Health Aide Certification Mark H. Wentworth Home Portsmouth, NH

1980-1981 Certified Nursing Assistant Program Rochester Manor, Inc.  
Rochester, NH

1974-1977 Farmington High School Farmington, NH  
College Preparatory Course of study.  
Media & Communications 1975-1977

## SKILLS

Windows 95/98, Office 97.

Able to manage Excel spreadsheets.

Work and communicate well with others.

## COMMITTEES

2013- Present Cornerstone VNA Safety Committee

2013- Present Business Development

2013- Present Tracking Team

2013- Present Cornerstone VNA Advancement Committee

2001-2002 Ergonomics Team RRDVNS & Hospice

1994-1997 Professional Advisory Committee Rural District VNA

1995-1996 Safety Committee Rural District VNA

CHERYL BERGMAN



**PROFESSIONAL HISTORY**

**CORNERSTONE VNA, Rochester, NH 2008-present**  
**BILLING/BILLING MANAGER**

**CIGNA/HEALTHSOURCE NH, Concord, NH 1997-1999**  
**POINT OF SERVICE CLAIMS SUPERVISOR**

- Resolved complex claims issues.
- Acted as a resource for staff and other departments.
- Reviewed high dollar claims for accuracy.
- Participated in internal and external audits. Ensured customer services standards were met.
- Summarized, analyzed and provided feedback to individuals and management on the results of claims metrics.
- Ensured that appropriate ethical standards, business and employment practices were communicated, enacted and monitored for full compliance.
- Created a high performance work culture by hiring, developing and retaining the highest quality people.
- Ensured staff had all tools necessary to meet production and quality standards.

**HEALTH SOURCE, NH, Concord, NH 1994-199**  
**CLAIMS ANALYST/SENIOR CLAIMS ANALYST**

- Adjudicated Point of Service claims and determined eligibility of charges by following manual guidelines.
- Identified possible Coordination of Benefits, Workers Compensation and Subrogation cases.
- Contacted medical service providers to obtain missing information for claims processing.
- Maintained suspended bills and processed on a timely basis.
- Revised claims processing manuals.
- Assisted other analysts with questions.

**WILLIS CORROON OF NEW HAMPSHIRE, Rochester, NH 1990-1994**  
**GROUP CLAIMS SPECIALIST**

- Adjudicated self funded claims and conducted investigations.
- Maintained close contact with clients to ensure proper interpretation and servicing of their insurance plans.
- Assisted in resolution of problems and addressed issues for subscribers.
- Administered short term and total disability benefits.

**Coordinated company stop-loss reimbursements.  
Assisted with new account implementation and renewal processing.  
Reviewed plan documents for updating.**

**PRUDENTIAL INSURANCE COMPANY, Lawrence, MA & Albany, NY 1984-1986; 1988-1989  
GROUP CLAIMS EXAMINER**

**Adjudicated claims and determined eligibility of charges.  
Verified coverage and researched information to avoid duplication.  
Confirmed coverage and benefits.  
Assisted in resolution of problems and addressed issues for subscribers and company contacts.**

**Cornerstone VNA**  
**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Julie Reynolds	CEO	\$186,850	.05%	\$ 93.43
Janice Howard	Life Care Director	67,492	4%	\$2,699.68
Cheryl Bergman	Billing Manager	62,100	1%	\$ 621.00



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANH3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.



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

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Cornerstone VNA (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 178 Farmington Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$106,208.20 from \$218,622.42 to read: \$324,830.62.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/23/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Cornerstone VNA

1-11-2018  
Date

Julie A. Reynolds  
Name: Julie A. Reynolds  
Title: CEO

Acknowledgement of Contractor's signature:

State of N.H., County of Coverdell on 1/11/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Suzan P. Leone  
Signature of Notary Public or Justice of the Peace

\_\_\_\_\_  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 6/29/2021



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



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

OFFICE OF THE ATTORNEY GENERAL

1/23/2018  
Date

[Signature]  
Name: John Conforti  
Title: Asst. Atty. General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	6,364	\$9.58	\$60,967.12
In Home Care Services (Title III)	1/2 Hour	0	\$9.58	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	120	\$12.50	\$1,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	12,728	\$10.06	\$128,043.68
In Home Care Services (Title III)	1/2 Hour	0	\$10.06	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$13.13	\$3,138.07
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	12,728	\$10.06	\$128,043.68
In Home Care Services (Title III)	1/2 Hour	0	\$10.06	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$13.13	\$3,138.07
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00


Contractor Initials:   
 Date: 1-11-18



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed


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1-11-18



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

  
1-11-18

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Cornerstone VNA  
Name, Title, and Agency Name

Julie A. Reynolds  
Signature Julie A. Reynolds

1-11-2018  
Date

16 Max



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

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

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

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Comerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

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

**See Attached Fiscal Details**

**EXPLANATION**

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

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

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

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

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

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.



Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

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

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

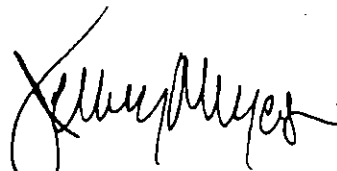
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

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

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

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

Androscoggin Valley Home Care (Vendor #157347)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

Area Home Care Family Services, Inc (Vendor #166931)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

Child and Family Services (Vendor #177166)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

Cornerstone VNA (Vendor #230881)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

VNA at HCS (Vendor #177274)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

05-95-48-481010-9255 Summary for All Vendors

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



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

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

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

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

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-04)

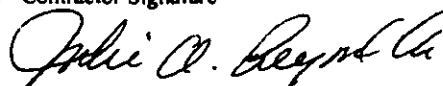
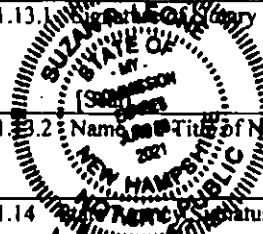


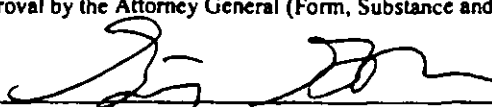
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

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

**GENERAL PROVISIONS**

**I. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Comerstone VNA		1.4 Contractor Address 178 Farmington Road Rochester, NH 03867	
1.5 Contractor Phone Number 603-332-1133	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$218,622.42
1.9 Contracting Officer for State Agency Eric D. Bordin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Julie A. Reynolds, CEO	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Coverdell</u> On <u>Nov. 16, 2016</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Name and Title of Notary Public or Justice of the Peace  			
1.13.2 Name and Title of Notary or Justice of the Peace Susan P. Heave, Notary			
1.14 Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Date: <u>11/30/16</u> Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

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

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

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

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

**4. CONDITIONAL NATURE OF AGREEMENT.**

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

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

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

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

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

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

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

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

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

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

**7. PERSONNEL.**

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

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

Agreement. This provision shall survive termination of this Agreement.

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

#### 8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

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

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

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

#### 14. INSURANCE.

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

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

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

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

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

**15. WORKERS' COMPENSATION.**

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

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

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

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

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

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

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

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

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

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

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

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

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



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),





- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.
      - 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



medicines, as stated on the prescription bottle.

2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.

2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.

2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.

2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.

2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:

2.1.2.1. Receive referrals from an individual's health care provider(s).

2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

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



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

**2.2.6. Client Fees and Donations**

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

- 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
- 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
- 2.2.6.1.3. Agrees the donation is to be purely voluntary, and, agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

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

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services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

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

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

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



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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

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

**2.2.13. Privacy and Security of Client Information**

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

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

*[Handwritten Signature]*



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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11-17-16



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

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

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

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

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

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

#### 2.2.15. Transition Process

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

2.2.15.1.1. Uninterrupted delivery of services for clients;

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

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

#### 2.2.16. Client Feedback

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

### 3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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fashion for the number of clients and geographic area as identified in this Agreement.

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

#### **4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### **5. Reporting Requirements**

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.

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- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
- 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

*Ch*



Exhibit B

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**Method and Conditions Precedent to Payment**

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

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



**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	6,364	\$9.58	\$60,967.12
In Home Care Services (Title III)	1/2 Hour	0	\$9.58	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	120	\$12.50	\$1,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	12,728	\$9.58	\$121,934.24
In Home Care Services (Title III)	1/2 Hour	0	\$9.58	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	239	\$12.50	\$2,987.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2018 through 09/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	3,182	\$9.58	\$30,483.56
In Home Care Services (Title III)	1/2 Hour	0	\$9.58	\$0.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	60	\$12.50	\$750.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: 

Date: 11-17-16



**SPECIAL PROVISIONS**

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

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



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

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

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



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

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



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

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

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

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

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

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

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

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

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



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

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

#### DEFINITIONS

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

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

**DEPARTMENT:** NH Department of Health and Human Services.

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

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

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

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

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

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



**REVISIONS TO GENERAL PROVISIONS**

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



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

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

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

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

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

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

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

*[Signature]*  
11-19-16



New Hampshire Department of Health and Human Services  
Exhibit D



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

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

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

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

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

Contractor Name:

11/17/2016  
Date

  
Name: Julie Reynolds  
Title: CEO



**CERTIFICATION REGARDING LOBBYING**

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

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

Programs (indicate applicable program covered):

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

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

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

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

Contractor Name:

11/17/2016

Date

  
Name: Julie Reynolds  
Title: CEO





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

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions:
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

11/17/2016  
Date

  
Name: Julie Reynolds  
Title: CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

11/17/2016

Date

Name: Julie Reynolds  
Title: CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

11/17/2016  
Date


  
Name: Julie Reynolds  
Title: CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

Handwritten initials in black ink, appearing to be 'JH'.



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

3/2014

Contractor Initial



  
Date 11-17-16




Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
  
 Signature of Authorized Representative  
 Maureen Ryan  
 Name of Authorized Representative  
 Director, OHS  
 Title of Authorized Representative  
 11/30/16  
 Date

Cornerstone VNA  
 Name of the Contractor  
  
 Signature of Authorized Representative  
 Julie A. Reynolds  
 Name of Authorized Representative  
 Chief Executive Officer  
 Title of Authorized Representative  
 11/17/2016  
 Date

Contractor Initials   
 Date 11-17-16



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *Cornerstone VNA*

11/17/2016

Date

*Julie Reynolds*  
Name: Julie Reynolds  
Title: CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is:     N/A
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

    X     NO                                 YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

           NO                                 YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Easter Seals New Hampshire, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") formerly assigned to The Homemakers Health Services, approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018 (Item #14), 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 a Consent to Contract Assignment of the In Home Care, In Home Health Aide, In Home Nursing Services contract to the Contractor as approved by the Department of Health and Human Services' Commissioner, effective September 1, 2018; 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, and Exhibit C-1, Revisions to General Provisions, Paragraph 3, the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units to support continued delivery of these services; and

NOW THEREFORE, in consideration of the foregoing and the mutual covenants and conditions contained in the Contract and set forth herein, the parties hereto agree to amend as follows:

1. Form P-37 General Provisions, Block 1.3, Contractor Name, to read:  
Easter Seals New Hampshire, Inc.
2. Form P-37 General Provisions, Block 1.4, Contractor Address, to read:  
555 Auburn Street, Manchester, NH 03103
3. Form P-37 General Provisions, Block 1.7, Completion Date, to read:  
June 30, 2020.
4. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,063,516.94
5. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
6. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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7. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
8. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
9. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4-25-19  
Date

Deborah D. Schetz  
Name: Deborah D. Schetz  
Title: Director, Division of Long Term Supports and Services

Easter Seals New Hampshire, Inc.

4/11/2019  
Date

Elin McLean  
Name: Elin McLean  
Title: CFO

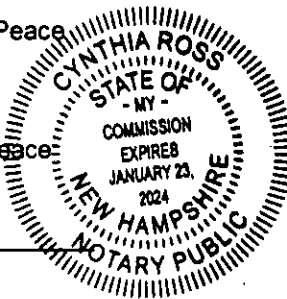
Acknowledgement of Contractor's signature:

State of NH, County of Hillsborough on 4-11-2019, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Cynthia Ross  
Signature of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

*Nancy A. P. Smith*  
Name: *Nancy J. Smith*  
Title: *Sr. Asst. Atty General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8; Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

*ES*  
4/11/18

**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Easter Seals New Hampshire Adult In-Home Care</b>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	40,360	\$9.58	\$ 386,648.80
Title IIIB In Home Services	1/2 Hour	2,761	\$9.58	\$ 26,450.38
Title IIIB Home Health Aide	1/2 Hour	450	\$12.50	\$ 5,625.00
Title IIIB Nursing	1/2 Hour	37	\$24.50	\$ 906.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	80,719	\$10.06	\$ 812,033.14
Title IIIB In Home Services	1/2 Hour	5,521	\$10.06	\$ 55,541.26
Title IIIB Home Health Aide	1/2 Hour	900	\$13.13	\$ 11,817.00
Title IIIB Nursing	1/2 Hour	74	\$25.73	\$ 1,904.02

07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	80,719	\$10.06	\$ 812,033.14
Title IIIB In Home Services	1/2 Hour	5,521	\$10.06	\$ 55,541.26
Title IIIB Home Health Aide	1/2 Hour	900	\$13.13	\$ 11,817.00
Title IIIB Nursing	1/2 Hour	74	\$25.73	\$ 1,904.02

07/01/2019 through 06/30/2020 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	67,669	\$12.00	\$ 812,033.14
Title IIIB In Home Services	1/2 Hour	4,628	\$12.00	\$ 55,541.26
Title IIIB Home Health Aide	1/2 Hour	739	\$16.00	\$ 11,817.00
Title IIIB Nursing	1/2 Hour	74	\$25.73	\$ 1,904.02

# New Hampshire Department of Health and Human Services



## Exhibit K

### DHHS Information Security Requirements

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#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

*[Handwritten Signature]*  
*[Handwritten Date: 4/11/19]*



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements

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wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

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DHHS Information Security Requirements

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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4/11/2019



Exhibit K

DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

ET

4/10/2019



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

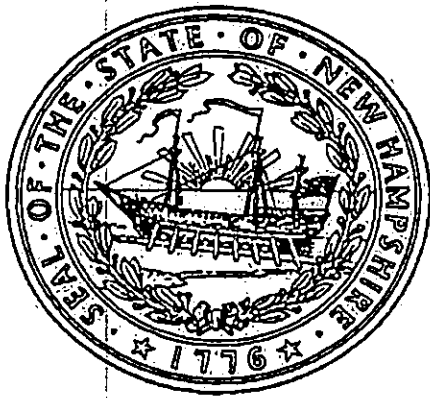
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that EASTER SEALS NEW HAMPSHIRE, INC. is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 06, 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: 61290

Certificate Number : 0004080279



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 3rd day of April A.D. 2018.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

## Filing History

 Back to Home (online)
**Business Name****Business ID**

Easter Seals New Hampshire, Inc.

61290

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003187916	11/20/2015	11/20/2015	Nonprofit Report	2015
0000555833	01/12/2010	01/12/2010	Annual Report	2010
0000555832	12/30/2005	12/30/2005	Annual Report	2005
0000555831	04/17/2000	04/17/2000	Annual Report	2000
0000555830	01/28/2000	01/28/2000	Amendment	N/A
0000555829	12/11/1995	12/11/1995	Annual Report	1995
0000555828	02/25/1991	02/25/1991	Reinstatement	1990
0000555827	02/01/1991	02/01/1991	Admin Dissolution/Suspension	N/A
0000555826	10/07/1988	10/07/1988	Survivor	N/A
0000555825	08/31/1988	08/31/1988	Survivor	N/A
0000555824	10/12/1987	10/12/1987	Amendment	N/A
0000555823	08/11/1986	08/11/1986	Amendment	N/A
0000555822	12/31/1985	12/31/1985	Annual Report	1985
0000555821	10/21/1985	10/21/1985	Survivor	N/A
0000555820	09/30/1985	09/30/1985	Survivor	N/A
0000555819	08/03/1984	08/03/1984	Amendment	N/A
0000555818	10/25/1983	10/25/1983	Survivor	N/A
0000555817	10/03/1977	10/03/1977	Amendment	N/A
0000555816	01/05/1976	01/05/1976	Annual Report	N/A
0000555815	01/11/1974	01/11/1974	Amendment	N/A
0000555814	05/16/1968	05/16/1968	Amendment	N/A
0000555813	11/06/1967	11/06/1967	Business Formation	N/A

Page 1 of 1, records 1 to 22 of 22

Back



# CERTIFICATE OF VOTE

I, Betty Burke, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Easter Seals of New Hampshire.

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on April 11, 2018:  
(Date)

**RESOLVED:** That the Chief Financial Officer is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of the 11<sup>th</sup> day of April, 2019.  
(Date Contract Signed)

4. Elin Treanor is the duly elected CFO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Betty Burke  
(Signature of the Elected Officer)

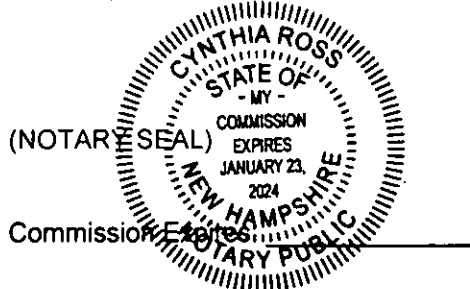
STATE OF NEW HAMPSHIRE

County of Hillsborough

The forgoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2019.

By Betty Burke  
(Name of Elected Officer of the Agency)

Archie Ross  
(Notary Public/Justice of the Peace)



ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE: INSURER A: Philadelphia Indemnity Insurance Co., NAIC #: 18058. INSURED: Easter Seals NH, Inc., 555 Auburn Street, Manchester, NH 03103. INSURER B:, INSURER C:, INSURER D:, INSURER E:, INSURER F:.

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include: 1. COMMERCIAL GENERAL LIABILITY (PHPK1866633), 2. AUTOMOBILE LIABILITY (PHPK1866629), 3. UMBRELLA LIAB (PHUB643260), 4. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY (N/A), 5. EDP (PHPK1866633).

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) \*Supplemental Names\*: Easter Seals ME, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., & The Homemakers Health Services. The General Liability policy includes a Blanket Automatic Additional Insured Endorsement that provides Additional Insured and a Blanket Waiver of Subrogation status to the Certificate Holder, only when there is a written contract or written agreement between the named insured and the certificate holder that requires such status, and only with regard to the (See Attached Descriptions)

CERTIFICATE HOLDER: Division of Elderly & Adult Services, Health & Human Services, State Office Park 129 Pleasant Street, Brown Building, Concord, NH 03301-3857. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
12/17/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


<b>PRODUCER</b> <b>Hays Companies</b> 133 Federal Street, 4th Floor  Boston MA 02110	<b>CONTACT NAME:</b> Moira Crosby <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> mcrosby@hayscompanies.com													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: The North River Insurance Company</td> <td>21105</td> </tr> <tr> <td>INSURER B:</td> <td></td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: The North River Insurance Company	21105	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER B:														
INSURER C:														
INSURER D:														
INSURER E:														
INSURER F:														
<b>INSURED</b> <b>Easter Seals New Hampshire, Inc</b> 555 Auburn Street  Manchester NH 03103														

**COVERAGES**      **CERTIFICATE NUMBER:** 19-20 WC      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR Y/ND	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N <input type="checkbox"/> N/A	406-731852-9	1/1/2019	1/1/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence of Insurance

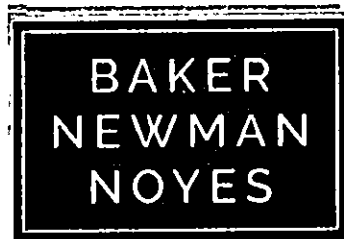
<b>CERTIFICATE HOLDER</b>  DHHS, State of NH 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE  James Hays/MCROSB 
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## **Mission:**

Easterseals provides exceptional services to ensure that all people with disabilities or special needs and their families have equal opportunities to live, learn, work and play in their communities.



**Easter Seals New Hampshire, Inc.  
and Subsidiaries**

**Consolidated Financial Statements and  
Other Financial Information**

*Years Ended August 31, 2018 and 2017  
With Independent Auditors' Report*

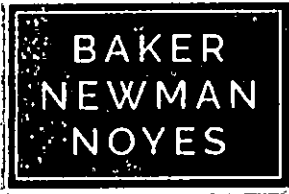
**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED FINANCIAL STATEMENTS AND  
OTHER FINANCIAL INFORMATION**

For the Years Ended August 31, 2018 and 2017

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## INDEPENDENT AUDITORS' REPORT

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

We have audited the accompanying consolidated financial statements of Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH), which comprise the consolidated statements of financial position as of August 31, 2018 and 2017, and the related consolidated statements of activities and changes in net assets, functional expenses and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### *Management's Responsibility for the Consolidated Financial Statements*

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### *Auditors' Responsibility*

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

To the Board of Directors  
Easter Seals New Hampshire, Inc. and Subsidiaries

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Easter Seals NH as of August 31, 2018 and 2017, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

***Other Matter***

Our audits were conducted for the purpose of forming an opinion on the consolidated financial statements as a whole. The accompanying other financial information is presented for purposes of additional analysis rather than to present the financial position and results of operations of the individual companies and is not a required part of the consolidated financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the consolidated financial statements. The information has been subjected to the auditing procedures applied in the audits of the consolidated financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the consolidated financial statements or to the consolidated financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the consolidated financial statements as a whole.

***Other Reporting Required by Government Auditing Standards***

In accordance with *Government Auditing Standards*, we have also issued our report dated December 4, 2018, on our consideration of Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Easter Seals New Hampshire's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Easter Seals New Hampshire, Inc. and Subsidiaries' internal control over financial reporting and compliance.

*Baker Newman Noyes LLC*

Manchester, New Hampshire  
December 4, 2018



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF FINANCIAL POSITION**

August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
<u>ASSETS</u>		
Current assets:		
Cash and cash equivalents	\$ 2,365,508	\$ 3,619,043
Short-term investments, at fair value	3,002,574	2,816,344
Program, and other accounts receivable, less contractual allowance of \$12,719,900 in 2018, and \$8,302,300 in 2017, and allowance for doubtful accounts of \$2,377,500 in 2018 and \$2,004,100 in 2017	11,083,589	9,306,185
Contributions receivable, less allowance for doubtful accounts of \$66,600 in 2018 and \$87,500 in 2017	495,957	582,508
Current portion of assets limited as to use	894,523	1,566,680
Prepaid expenses and other current assets	<u>431,780</u>	<u>432,857</u>
Total current assets	18,273,931	18,323,617
Assets limited as to use, net of current portion	1,660,727	1,523,728
Fixed assets, net	28,795,786	28,448,341
Investments, at fair value	12,777,572	12,027,698
Beneficial interest in trust held by others and other assets	<u>206,608</u>	<u>458,909</u>
	<u>\$61,714,624</u>	<u>\$60,782,293</u>
<u>LIABILITIES AND NET ASSETS</u>		
Current liabilities:		
Line of credit	\$ 610,319	\$ -
Accounts payable	2,722,563	2,417,236
Accrued expenses	5,334,857	4,773,612
Deferred revenue	704,650	1,683,805
Current portion of capital lease obligation	-	20,995
Current portion of interest rate swap agreements	244,261	348,636
Current portion of long-term debt	<u>1,241,671</u>	<u>2,008,973</u>
Total current liabilities	10,858,321	11,253,257
Other liabilities	1,660,727	1,417,860
Interest rate swap agreements, less current portion	1,528,323	2,293,037
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>22,285,106</u>
Total liabilities	35,096,969	37,249,260
Net assets:		
Unrestricted	19,284,594	15,834,922
Temporarily restricted	2,259,129	2,683,135
Permanently restricted	<u>5,073,932</u>	<u>5,014,976</u>
Total net assets	<u>26,617,655</u>	<u>23,533,033</u>
	<u>\$61,714,624</u>	<u>\$60,782,293</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 1,342,659	\$ 631,087	\$ 51,350	\$ 2,025,096
Special events, net of related direct costs of \$1,027,034	-	1,954,318	-	1,954,318
Annual campaigns, net of related direct costs of \$117,055	324,504	56,838	-	381,342
Bequests	138,000	-	-	138,000
Net assets released from restrictions	<u>3,157,024</u>	<u>(3,157,024)</u>	<u>-</u>	<u>-</u>
Total public support	4,962,187	(514,781)	51,350	4,498,756
Revenue:				
Fees and grants from governmental agencies and others, net	63,635,700	-	-	63,635,700
Other grants	22,473,591	-	-	22,473,591
Dividend and interest income	575,571	15,711	-	591,282
Rental income	27,050	-	-	27,050
Other	<u>122,688</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>86,834,600</u>	<u>15,711</u>	<u>-</u>	<u>86,850,311</u>
Total public support and revenue	91,796,787	(499,070)	51,350	91,349,067
Operating expenses:				
Program services:				
Public health education	254,896	-	-	254,896
Professional education	23,007	-	-	23,007
Direct services	<u>79,618,852</u>	<u>-</u>	<u>-</u>	<u>79,618,852</u>
Total program services	79,896,755	-	-	79,896,755
Supporting services:				
Management and general	8,566,845	-	-	8,566,845
Fundraising	<u>1,142,077</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,708,922</u>	<u>-</u>	<u>-</u>	<u>9,708,922</u>
Total functional expenses	89,605,677	-	-	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>89,644,713</u>	<u>-</u>	<u>-</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,152,074	(499,070)	51,350	1,704,354

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2018

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 869,089	\$ -	\$ -	\$ 869,089
Net unrealized and realized gains on investments	477,782	75,633	-	553,415
Increase in fair value of beneficial interest in trust held by others	-	-	7,606	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	(9,100)
Other non-operating losses	<u>(31,893)</u>	<u>(569)</u>	<u>-</u>	<u>(32,462)</u>
	<u>1,305,878</u>	<u>75,064</u>	<u>7,606</u>	<u>1,388,548</u>
Increase (decrease) in net assets before effects of discontinued operations	3,457,952	(424,006)	58,956	3,092,902
Loss from discontinued operations – see note 14	<u>(8,280)</u>	<u>-</u>	<u>-</u>	<u>(8,280)</u>
Total increase (decrease) in net assets	3,449,672	(424,006)	58,956	3,084,622
Net assets at beginning of year	<u>15,834,922</u>	<u>2,683,135</u>	<u>5,014,976</u>	<u>23,533,033</u>
Net assets at end of year	<u>\$19,284,594</u>	<u>\$ 2,259,129</u>	<u>\$5,073,932</u>	<u>\$26,617,655</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Public support and revenue:				
Public support:				
Contributions, net	\$ 312,482	\$ 2,025,590	\$ 108,733	\$ 2,446,805
Special events, net of related direct costs of \$911,140	160,995	1,550,279	-	1,711,274
Annual campaigns, net of related direct costs of \$115,846	259,979	62,056	-	322,035
Bequests	288,456	-	-	288,456
Net assets released from restrictions	<u>2,278,674</u>	<u>(2,278,674)</u>	<u>-</u>	<u>-</u>
Total public support	3,300,586	1,359,251	108,733	4,768,570
Revenue:				
Fees and grants from governmental agencies and others, net	61,041,718	-	-	61,041,718
Other grants	21,339,214	-	-	21,339,214
Dividend and interest income	546,014	10,746	-	556,760
Rental income	27,225	-	-	27,225
Other	<u>132,189</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>83,086,360</u>	<u>10,746</u>	<u>-</u>	<u>83,097,106</u>
Total public support and revenue	86,386,946	1,369,997	108,733	87,865,676
Operating expenses:				
Program services:				
Public health education	280,174	-	-	280,174
Professional education	30,599	-	-	30,599
Direct services	<u>76,585,361</u>	<u>-</u>	<u>-</u>	<u>76,585,361</u>
Total program services	76,896,134	-	-	76,896,134
Supporting services:				
Management and general	7,879,911	-	-	7,879,911
Fundraising	<u>1,314,200</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>9,194,111</u>	<u>-</u>	<u>-</u>	<u>9,194,111</u>
Total functional expenses	86,090,245	-	-	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>86,128,571</u>	<u>-</u>	<u>-</u>	<u>86,128,571</u>
Increase in net assets from operations	258,375	1,369,997	108,733	1,737,105

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS (CONTINUED)**

Year Ended August 31, 2017

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Other non-operating expenses, gains and losses:				
Change in fair value of interest rate swaps	\$ 846,306	\$ -	\$ -	\$ 846,306
Net unrealized and realized gains on investments	426,221	68,662	-	494,883
Increase in fair value of beneficial interest in trust held by others	-	-	6,743	6,743
Loss on extinguishment of debt – see note 10	(63,031)	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,146)	-	-	(3,146)
Other non-operating (losses) gains	<u>(10,987)</u>	<u>570</u>	<u>-</u>	<u>(10,417)</u>
	<u>1,195,363</u>	<u>69,232</u>	<u>6,743</u>	<u>1,271,338</u>
 Increase in net assets before effects of discontinued operations	 1,453,738	 1,439,229	 115,476	 3,008,443
 Loss from discontinued operations – see note 14	 <u>(37,731)</u>	 <u>-</u>	 <u>-</u>	 <u>(37,731)</u>
 Total increase in net assets	 1,416,007	 1,439,229	 115,476	 2,970,712
 Net assets at beginning of year	 <u>14,418,915</u>	 <u>1,243,906</u>	 <u>4,899,500</u>	 <u>20,562,321</u>
 Net assets at end of year	 <u>\$ 15,834,922</u>	 <u>\$ 2,683,135</u>	 <u>\$ 5,014,976</u>	 <u>\$ 23,533,033</u>

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2018

	Program Services <sup>(1)</sup>				Supporting Services <sup>(1)</sup>			Total Program <sup>(1)</sup> and Supporting Services Expenses	
	Public Health Education	Profes- sional Education	Direct Services	Total	Manage- ment and General	Fund- Raising	Total	2018	2017
Salaries and related expenses	\$154,060	\$ —	\$61,117,128	\$61,271,188	\$5,640,588	\$ 795,150	\$6,435,738	\$67,706,926	\$64,079,038
Professional fees	24,294	—	6,805,177	6,829,471	1,788,439	179,045	1,967,484	8,796,955	8,622,061
Supplies	5,740	—	2,316,899	2,322,639	59,138	34,427	93,565	2,416,204	2,237,582
Telephone	322	—	407,445	407,767	214,507	3,538	218,045	625,812	618,922
Postage and shipping	4,155	—	21,029	25,184	20,926	8,648	29,574	54,758	61,251
Occupancy	—	—	2,137,530	2,137,530	328,405	61,165	389,570	2,527,100	2,344,933
Outside printing, artwork and media	13,131	—	16,639	29,770	3,206	17,718	20,924	50,694	85,288
Travel	377	—	2,364,492	2,364,869	21,991	5,703	27,694	2,392,563	2,331,929
Conventions and meetings	25,854	23,007	170,210	219,071	16,649	22,009	38,658	257,729	257,381
Specific assistance to individuals	—	—	1,121,594	1,121,594	8,599	—	8,599	1,130,193	1,122,534
Dues and subscriptions	—	—	18,734	18,734	43,834	2,920	46,754	65,488	37,212
Minor equipment purchases and equipment rental	835	—	265,539	266,374	93,885	3,568	97,453	363,827	350,979
Ads, fees and miscellaneous	26,128	—	355,489	381,617	18,373	4,281	22,654	404,271	432,543
Interest	—	—	829,763	829,763	194,859	—	194,859	1,024,622	986,384
Impairment	—	—	—	—	—	—	—	—	767,632
Depreciation and amortization	—	—	1,671,184	1,671,184	113,446	3,905	117,351	1,788,535	1,754,576
	<u>\$254,896</u>	<u>\$23,007</u>	<u>\$79,618,852</u>	<u>\$79,896,755</u>	<u>\$8,566,845</u>	<u>\$1,142,077</u>	<u>\$9,708,922</u>	<u>\$89,605,677</u>	<u>\$86,090,245</u>
	0.28%	0.03%	88.85%	89.16%	9.56%	1.28%	10.84%	100.00%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2017

	<u>Program Services <sup>(1)</sup></u>				<u>Supporting Services <sup>(1)</sup></u>			<u>Total Program <sup>(1)</sup> and Supporting Services Expenses</u>
	<u>Public Health Education</u>	<u>Profes- sional Education</u>	<u>Direct Services</u>	<u>Total</u>	<u>Manage- ment and General</u>	<u>Fund- Raising</u>	<u>Total</u>	<u>2017</u>
Salaries and related expenses	\$164,816	\$ —	\$57,633,534	\$57,798,350	\$5,291,100	\$ 989,588	\$6,280,688	\$64,079,038
Professional fees	49,613	—	6,980,655	7,030,268	1,453,388	138,405	1,591,793	8,622,061
Supplies	4,514	—	2,133,879	2,138,393	58,328	40,861	99,189	2,237,582
Telephone	108	—	420,160	420,268	194,042	4,612	198,654	618,922
Postage and shipping:	5,503	—	26,188	31,691	15,258	14,302	29,560	61,251
Occupancy	—	—	2,002,857	2,002,857	285,179	56,897	342,076	2,344,933
Outside printing, artwork and media	16,940	—	34,198	51,138	7,694	26,456	34,150	85,288
Travel	491	—	2,293,457	2,293,948	23,797	14,184	37,981	2,331,929
Conventions and meetings	20,911	30,599	184,289	235,799	7,697	13,885	21,582	257,381
Specific assistance to individuals	—	—	1,102,877	1,102,877	19,657	—	19,657	1,122,534
Dues and subscriptions	—	—	27,749	27,749	8,407	1,056	9,463	37,212
Minor equipment purchases and equipment rental	59	—	265,596	265,655	83,969	1,355	85,324	350,979
Ads, fees and miscellaneous	16,999	—	275,784	292,783	130,640	9,120	139,760	432,543
Interest	—	—	781,743	781,743	204,641	—	204,641	986,384
Impairment	—	—	767,632	767,632	—	—	—	767,632
Depreciation and amortization	220	—	1,654,763	1,654,983	96,114	3,479	99,593	1,754,576
	<u>\$280,174</u>	<u>\$30,599</u>	<u>\$76,585,361</u>	<u>\$76,896,134</u>	<u>\$7,879,911</u>	<u>\$1,314,200</u>	<u>\$9,194,111</u>	<u>\$86,090,245</u>
	0.33%	0.04%	88.95%	89.32%	9.15%	1.53%	10.68%	100.00%

<sup>(1)</sup> Excludes expenses related to discontinued operations – see note 14.

See accompanying notes.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATED STATEMENTS OF CASH FLOWS**

Years Ended August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities:		
Increase in net assets	\$ 3,084,622	\$ 2,970,712
Adjustments to reconcile increase in net assets to net cash provided by operating activities:		
Depreciation and amortization	1,788,535	1,754,576
Impairment	-	767,632
Bad debt provision	1,640,474	2,284,863
Bond issuance costs amortization	6,109	5,069
Increase in fair value of beneficial interest in trust held by others	(7,606)	(6,743)
Net loss (gain) on sales and disposals of fixed assets	9,100	(3,329)
Loss on extinguishment of debt	-	63,031
Change in fair value of interest rate swaps	(869,089)	(846,306)
Net unrealized and realized gains on investments	(553,415)	(494,883)
Temporarily restricted contributions	(631,087)	(2,025,590)
Permanently restricted contributions	(51,350)	(108,733)
Changes in operating assets and liabilities:		
Program and other accounts receivable	(3,417,878)	(2,350,573)
Contributions receivable	86,551	468,453
Prepaid expenses and other current assets	1,076	31,026
Other assets	259,908	(363,547)
Accounts payable and accrued expenses	866,572	275,628
Deferred revenue	(979,155)	(41,683)
Other liabilities	<u>242,867</u>	<u>225,770</u>
Net cash provided by operating activities	1,476,234	2,605,373
Cash flows from investing activities:		
Purchases of fixed assets	(2,145,080)	(4,467,192)
Proceeds from sale of fixed assets and property held for sale	-	290,155
Change in investments, net	(382,689)	(200,721)
Change in assets limited as to use	<u>535,158</u>	<u>(1,568,325)</u>
Net cash used by investing activities	(1,992,611)	(5,946,083)
Cash flows from financing activities:		
Repayment of long-term debt and capital lease obligation	(2,029,914)	(18,950,657)
Issuance of long-term debt, net of bond issuance costs	-	22,081,045
Borrowings on lines of credit	610,319	-
Temporarily restricted contributions	631,087	2,025,590
Permanently restricted contributions	<u>51,350</u>	<u>108,733</u>
Net cash (used) provided by financing activities	<u>(737,158)</u>	<u>5,264,711</u>



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS (CONTINUED)**

Years Ended August 31, 2018 and 2017

	<u>2018</u>	<u>2017</u>
(Decrease) increase in cash and cash equivalents	\$ (1,253,535)	\$ 1,924,001
Cash and cash equivalents, beginning of year	<u>3,619,043</u>	<u>1,695,042</u>
Cash and cash equivalents, end of year	<u>\$ 2,365,508</u>	<u>\$ 3,619,043</u>
Supplemental disclosure of cash flow information:		
Interest paid	<u>\$ 1,023,000</u>	<u>\$ 942,000</u>

See accompanying notes.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 1. Corporate Organization and Purpose

Easter Seals New Hampshire, Inc. and Subsidiaries (Easter Seals NH) consists of various separate nonprofit entities: Easter Seals New Hampshire, Inc. (parent and service corporation); Easter Seals Maine, Inc. (Easter Seals ME); The Harbor Schools Incorporated (Harbor Schools) through August 31, 2018 (see note 14); Manchester Alcoholism Rehabilitation Center; and Easter Seals Vermont, Inc. (Easter Seals VT). Easter Seals New Hampshire, Inc. is the sole member of each subsidiary. Easter Seals NH is affiliated with Easter Seals, Inc. (the national headquarters for the organization).

Effective October 26, 2016, Agency Realty, Inc. was dissolved and all properties were transferred to Easter Seals New Hampshire, Inc.

Easter Seals NH's purpose is to provide (1) programs and services for people with disabilities and other special needs, (2) assistance to people with disabilities and their families, (3) assistance to communities in identifying and developing needed services for residents, and (4) a climate of acceptance for people with disabilities and other special needs which will enable them to contribute to the well-being of the community. Easter Seals NH operates programs throughout New Hampshire, Maine, and Vermont.

#### 2. Summary of Significant Accounting Policies

##### Principles of Consolidation

The consolidated financial statements include the accounts of Easter Seals New Hampshire, Inc. and the subsidiaries of which it is the sole member as described in note 1. Significant intercompany accounts and transactions have been eliminated in consolidation.

##### Cash and Cash Equivalents

Easter Seals NH considers all highly liquid securities purchased with an original maturity of 90 days or less to be cash equivalents. Cash equivalents consist of cash, overnight repurchase agreements and money market funds, excluding assets limited as to use.

The management of Easter Seals NH has implemented a practice to establish cash reserves on hand. As of August 31, 2018 and 2017, approximately \$2,277,000 and \$1,705,000, respectively, of cash and cash equivalents, and approximately \$3,003,000 and \$2,816,000, respectively, of investments were on-hand under this practice. Because such funds are available and may be used in current operations, they have been classified as current in the accompanying consolidated statements of financial position.

Easter Seals NH maintains its cash and cash equivalents in bank deposit accounts which, at times, may exceed amounts guaranteed by the Federal Deposit Insurance Corporation. Financial instruments which subject Easter Seals to credit risk consist primarily of cash equivalents and investments. Easter Seals NH's investment portfolio consists of diversified investments, which are subject to market risk. Investments that exceeded 10% of investments include the Lord Abbett Short Duration Income A Fund with a balance of \$2,847,749 and \$2,816,344 as of August 31, 2018 and 2017, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 2. Summary of Significant Accounting Policies (Continued)

##### Assets Limited as to Use and Investments

Assets limited as to use consists of cash and cash equivalents, short-term certificates of deposit with original maturities greater than 90 days, but less than one year, and investments. Investments are stated at fair value. Realized gains and losses on investments are computed on a specific identification basis. The changes in net unrealized and realized gains and losses on investments are recorded in other non-operating expenses, gains and losses in the accompanying consolidated statements of activities and changes in net assets. Donated securities are stated at fair value determined at the date of donation.

##### Beneficial Interest in Trust

Easter Seals NH is the beneficiary of a trust held by others. Easter Seals NH has recorded as an asset the fair value of its interest in the trust and such amount is included in permanently restricted net assets, based on the underlying donor stipulations. The change in the interest due to fair value change is recorded within other non-operating expenses, gains and losses as permanently restricted activity.

##### Fixed Assets

Fixed assets are recorded at cost less accumulated depreciation and amortization. Expenditures for maintenance and repairs are charged to expense as incurred, and expenditures for major renovations are capitalized. Depreciation is computed on the straight-line method over the estimated useful lives of the underlying assets. Leasehold improvements and the carrying value of equipment financed by capital leases are amortized using the straight-line method over the shorter of the lease term or the estimated useful life of the asset.

Fixed assets obtained by Easter Seals NH as a result of acquisitions on or after September 1, 2011 are recorded at estimated fair value as of the date of the acquisition in accordance with generally accepted accounting principles guidance for acquisitions by a not-for-profit entity.

Donated property and equipment not subject to donor stipulated conditions is recorded at fair value at the date of donation. If donors stipulate how long the assets must be used, the contributions are recorded as restricted support or, if significant uncertainties exist, as deferred revenue pending resolution of the uncertainties. In the absence of such stipulations, contributions of property and equipment are recorded as unrestricted support. See also note 7.

##### Intangible Assets and Long-Lived Assets

Accounting rules require that intangible assets with estimable or determinable useful lives be amortized over their respective estimated useful lives to their estimated residual values, and be reviewed by management for impairment.

Amortization expense recognized in 2017 totaled \$33,131 related to a patient list obtained in the acquisition of Webster Place in 2012 (in May 2013, Webster Place was merged with Manchester Alcoholism Rehabilitation Center).

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 2. Summary of Significant Accounting Policies (Continued)

When there is an indication of impairment, management considers whether long-lived assets are impaired by comparing gross future undiscounted cash flows expected to be generated from utilizing the assets to their carrying amounts. If cash flows are not sufficient to recover the carrying amount of the assets, impairment has occurred and the assets are written down to their fair value. Significant estimates and assumptions are required to be made by management in order to evaluate possible impairment.

Based on current facts, estimates and assumptions, management believed that the patient list was impaired in 2017 and recorded \$132,521 in impairment to write-off the remaining book value. Additionally, management believed that certain fixed assets were impaired in 2017 and recorded \$635,111 in impairment related to those long-term assets. No other long-lived assets were deemed impaired at August 31, 2018 and 2017.

#### Bond Issuance Costs

Bond issuance costs are being amortized to interest expense using the straight-line method over the repayment period of the related bonds, or the expected time until the next refinancing, whichever is shorter. Interest expense recognized on the amortization of bond issuance costs during 2018 and 2017 was \$6,109 and \$5,069 respectively. The bond issuance costs are presented as a component of long-term debt on the accompanying consolidated statement of financial position.

#### Revenue Recognition

Revenue generated from services provided to the public is reported at the estimated net realizable amounts from clients, third-party payors and others based upon approved rates as services are rendered. A significant portion of Easter Seals NH's revenues are derived through arrangements with third-party payors. As such, Easter Seals NH is dependent on these payors in order to carry out its operating activities. There is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in other fees and grants in the year that such amounts become known.

Revenues are recognized as earned, or attributable to the period in which specific terms of the funding agreement are satisfied, and to the extent that expenses have been incurred for the purposes specified by the funding source. Revenue balances in excess of the foregoing amounts are accounted for as deferred revenue until any restrictions are met or allowable expenditures are incurred.

The allowance for doubtful accounts is provided based on an analysis by management of the collectability of outstanding balances. Management considers the age of outstanding balances and past collection efforts in determining the allowance for doubtful accounts. Accounts are charged against the allowance for doubtful accounts when deemed uncollectible. The bad debt provision in 2018 and 2017 totaled \$1,640,474 and \$2,284,863 respectively, and is recorded against fees and grants from governmental agencies and others and contributions. The decrease in bad debt provision in 2018 is due to a shift to third-party payors for services provided by Manchester Alcoholism Rehabilitation Center and changes in payor mix. See also note 5.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 2. Summary of Significant Accounting Policies (Continued)

Easter Seals NH has agreements with third-party payors that provide for payment at amounts different from its established rates. Payment arrangements include discounted charges and prospectively determined payments. Contractual allowances for program and other accounts receivable at August 31, 2018 and 2017 were \$12,719,900 and \$8,302,300, respectively. The total contractual adjustments provided in 2018 and 2017 totaled \$50,711,300 and \$42,812,400, respectively, and are recorded against fees and grants from governmental agencies and others. The increase in contractual adjustments in 2017 and 2018 are primarily due to growth in services provided by Manchester Alcoholism Rehabilitation Center and an increase in services being covered by third-party payors.

Unconditional contributions are recognized when pledged.

#### Advertising

Easter Seals NH's policy is to expense advertising costs as incurred.

#### Functional Allocation of Expenses

The costs of providing the various programs and other activities have been summarized on a functional basis in the accompanying consolidated statements of activities and changes in net assets. Accordingly, certain costs have been allocated among the programs and supporting services based mainly on time records and estimates made by Easter Seals NH's management.

#### Charity Care (Unaudited)

Easter Seals NH has a formal charity care policy under which program fees are subsidized as determined by the Board of Directors. Free and subsidized services are rendered in accordance with decisions made by the Board of Directors and, at established charges, amounted to approximately \$8,642,000 and \$6,701,000 for the years ended August 31, 2018 and 2017, respectively.

#### Income Taxes

Easter Seals New Hampshire, Inc., Easter Seals ME, Easter Seals VT, Harbor Schools and Manchester Alcoholism Rehabilitation Center are exempt from both federal and state income taxes under Section 501(c)(3) of the Internal Revenue Code. Agency Realty, Inc., through to the date of its dissolution (see note 1) received a determination letter from the Internal Revenue Service stating that it qualifies for tax-exempt status under Section 501(c)(2) of the Internal Revenue Code.

Tax-exempt organizations could be required to record an obligation for income taxes as the result of a tax position historically taken on various tax exposure items including unrelated business income or tax status. In accordance with accounting principles generally accepted in the United States of America, assets and liabilities are established for uncertain tax positions taken or positions expected to be taken in income tax returns when such positions are judged to not meet the "more-likely-than-not" threshold, based upon the technical merits of the position.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 2. Summary of Significant Accounting Policies (Continued)

Management has evaluated tax positions taken by Easter Seals New Hampshire, Inc. and its subsidiaries on their respective filed tax returns and concluded that the organizations have maintained their tax-exempt status, do not have any significant unrelated business income, and have taken no uncertain tax positions that require adjustment to or disclosure in the accompanying consolidated financial statements.

##### Use of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenue and expenses during the reporting period. Actual results could differ from those estimates. Estimates are used in accounting for the allowance for doubtful accounts, contractual allowances, workers' compensation liabilities and contingencies.

##### Derivatives and Hedging Activities

Accounting guidance requires that Easter Seals NH record as an asset or liability the fair value of the interest rate swap agreement described in note 10. Easter Seals NH is exposed to repayment loss equal to the net amounts receivable under the swap agreement (not the notional amount) in the event of nonperformance of the other party to the swap agreement. However, Easter Seals NH does not anticipate nonperformance and does not obtain collateral from the other party.

As of August 31, 2018 and 2017, Easter Seals NH had recognized a liability of \$1,772,584 and \$2,641,673, respectively, as a result of the interest rate swap agreements discussed in note 10. As a result of changes in the fair value of these derivative financial instruments, Easter Seals NH recognized an increase in net assets of \$869,089 and \$846,306 for the years ended August 31, 2018 and 2017, respectively, in the accompanying consolidated statements of activity and changes in net assets.

##### Increase in Net Assets from Operations

For purposes of display, transactions deemed by management to be ongoing, major or central to the provision of services are reported as revenue and expenses that comprise the increase in net assets from operations. The primary transactions reported as other non-operating expenses, gains and losses include the adjustment to fair value of interest rate swaps, the change in the fair value of beneficial interest in trust held by others, gains and losses on sales and disposals of fixed assets, and net realized and unrealized gains and losses on investments.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 2. Summary of Significant Accounting Policies (Continued)

##### Recent Accounting Pronouncements

In May 2014, the FASB issued No. 2014-09, *Revenue from Contracts with Customers* (ASU 2014-09), which requires revenue to be recognized when promised goods or services are transferred to customers in amounts that reflect the consideration to which Easter Seals NH expects to be entitled in exchange for those goods and services. ASU 2014-09 will replace most existing revenue recognition guidance when it becomes effective. ASU 2014-09 is effective for Easter Seals NH on September 1, 2019. ASU 2014-09 permits the use of either the retrospective or cumulative effect transition method. Management is currently evaluating the impact that ASU 2014-09 will have on Easter Seals NH's consolidated financial statements.

In February 2016, the FASB issued ASU No. 2016-02, *Leases (Topic 842)*, which requires that lease arrangements longer than twelve months result in an entity recognizing an asset and liability. The pronouncement is effective for Easter Seals NH beginning September 1, 2020, with early adoption permitted. The guidance may be adopted retrospectively. Management is currently evaluating the impact this guidance will have on Easter Seals NH's consolidated financial statements.

In August 2016, the FASB issued ASU No. 2016-14, *Not-for-Profit Entities (Topic 958): Presentation of Financial Statements of Not-for-Profit Entities* (ASU 2016-14). Under ASU 2016-14, there is a change in presentation and disclosure requirements for not-for-profit entities to provide more relevant information about their resources (and the changes in those resources) to donors, grantors, creditors, and other users. These include qualitative and quantitative requirements in net asset classes, investment return, expenses, liquidity and availability of resources and presentation of operating cash flows. ASU 2016-14 is effective for Easter Seals NH on September 1, 2018. Management is currently evaluating the impact of the pending adoption of ASU 2016-14 on Easter Seals NH's consolidated financial statements.

In June 2018, the FASB issued ASU No. 2018-08, *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made*. Due to diversity in practice, ASU 2018-08 clarifies the definition of an exchange transaction as well as the criteria for evaluating whether contributions are unconditional or conditional. ASU 2018-08 is effective for Easter Seals NH on September 1, 2019, with early adoption permitted. Easter Seals NH is currently evaluating the impact that ASU 2018-08 will have on its consolidated financial statements.

##### Subsequent Events

Events occurring after the statement of financial position date are evaluated by management to determine whether such events should be recognized or disclosed in the consolidated financial statements. Management has evaluated events occurring between the end of Easter Seals NH's fiscal year end and December 4, 2018, the date these consolidated financial statements were available to be issued. See also note 15.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 3. Classification of Net Assets

In accordance with the *Uniform Prudent Management of Institutional Funds Act* (UPMIFA), net assets are classified and reported based on the existence or absence of donor-imposed restrictions. Gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of donated assets. Temporarily restricted net assets are those whose use by Easter Seals NH has been limited by donors to a specific time period or purpose. When a donor restriction expires (when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statements of activities and changes in net assets as net assets released from restrictions. Permanently restricted net assets have been restricted by donors to be maintained by Easter Seals NH in perpetuity, the income from which is expendable to support all activities of the organization, or as stipulated by the donor.

Donor-restricted contributions whose restrictions are met within the same year as received are reported as unrestricted contributions in the accompanying consolidated financial statements.

In accordance with UPMIFA, Easter Seals NH considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds: (a) the duration and preservation of the fund; (b) the purpose of the organization and the donor-restricted endowment fund; (c) general economic conditions; (d) the possible effect of inflation and deflation; (e) the expected total return from income and the appreciation of investments; (f) other resources of the organization; and (g) the investment policies of the organization.

#### Endowment Net Asset Composition by Type of Fund

The major categories of endowment funds at August 31, 2018 and 2017 are as follows:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
<u>2018</u>			
Camping program	\$ 4,760	\$ 365,969	\$ 370,729
Other programs	61,066	464,175	525,241
Operations	<u>—</u>	<u>4,055,536</u>	<u>4,055,536</u>
Total endowment net assets	<u>\$65,826</u>	<u>\$4,885,680</u>	<u>\$4,951,506</u>
<u>2017</u>			
Camping program	\$ 4,052	\$ 365,969	\$ 370,021
Other programs	52,585	430,204	482,789
Operations	<u>—</u>	<u>3,994,823</u>	<u>3,994,823</u>
Total endowment net assets	<u>\$56,637</u>	<u>\$4,790,996</u>	<u>\$4,847,633</u>



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**3. Classification of Net Assets (Continued)**

*Changes in Endowment Net Assets*

During the years ended August 31, 2018 and 2017, Easter Seals NH had the following endowment-related activities:

	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Net endowment assets, August 31, 2016	\$ 15,046	\$4,640,631	\$4,655,677
Investment return:			
Investment income, net of fees	25,641	-	25,641
Net appreciation (realized and unrealized)	20,017	-	20,017
Contributions	-	150,365	150,365
Appropriated for expenditure	<u>(4,067)</u>	<u>-</u>	<u>(4,067)</u>
Net endowment assets, August 31, 2017	56,637	4,790,996	4,847,633
Investment return:			
Investment income, net of fees	75,165	-	75,165
Net appreciation (realized and unrealized)	25,632	-	25,632
Contributions	-	94,684	94,684
Appropriated for expenditure	<u>(91,608)</u>	<u>-</u>	<u>(91,608)</u>
Net endowment assets, August 31, 2018	<u>\$ 65,826</u>	<u>\$4,885,680</u>	<u>\$4,951,506</u>

In addition to endowment net assets, Easter Seals NH also maintains non-endowed funds. The major categories of non-endowment funds, at August 31, 2018 and 2017 are as follows:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total Non- Endowment Net Assets</u>
<u>2018</u>				
Veterans program	\$ -	\$1,129,223	\$ -	\$ 1,129,223
Other programs	-	291,994	-	291,994
Operations	<u>19,284,594</u>	<u>772,086</u>	<u>188,252</u>	<u>20,244,932</u>
Total non-endowment net assets	<u>\$19,284,594</u>	<u>\$2,193,303</u>	<u>\$188,252</u>	<u>\$21,666,149</u>
<u>2017</u>				
Veterans program	\$ -	\$ 715,361	\$ -	\$ 715,361
Other programs	-	184,462	-	184,462
Operations	<u>15,834,922</u>	<u>1,726,675</u>	<u>223,980</u>	<u>17,785,577</u>
Total non-endowment net assets	<u>\$15,834,922</u>	<u>\$2,626,498</u>	<u>\$223,980</u>	<u>\$18,685,400</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 3. Classification of Net Assets (Continued)

From time to time, the fair value of assets associated with individual donor-restricted endowment funds may fall below the level that the donor requires Easter Seals NH to retain as a fund of permanent duration. Deficiencies of this nature are reported in unrestricted net assets. There were no deficiencies between the fair value of the investments of the endowment funds and the level required by donor stipulation at August 31, 2018 or 2017.

#### Investment and Spending Policies

Easter Seals NH has adopted investment and spending policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that Easter Seals NH must hold in perpetuity or for a donor-specified period. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that exceed the price and yield results of an appropriate market index while assuming a moderate level of investment risk. Easter Seals NH expects its endowment funds to provide an average rate of return over a five year period equal to the rate of 2% over the inflation rate. Actual returns in any given year may vary from this amount.

To satisfy its long-term rate-of-return objectives, Easter Seals NH relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). Easter Seals NH targets a diversified asset allocation that places a greater emphasis on equity-based investments to achieve its long-term return objectives within prudent risk constraints.

Easter Seals NH may appropriate for distribution some or all of the earnings and appreciation on its endowment for funding of operations. In establishing this policy, Easter Seals NH considered the objective to maintain the purchasing power of the endowment assets held in perpetuity or for a specified term as well as to, so long as it would not detract from Easter Seals NH's critical goals and initiatives, provide additional real growth through new gifts and investment return.

#### 4. Contributions Receivable

Contributions receivable from donors as of August 31, 2018 and 2017 are \$599,597 and \$946,055, respectively, net of an allowance for doubtful accounts of \$66,600 and \$87,500, respectively. The long-term portion of contributions receivable are recorded in other assets in the accompanying consolidated statements of financial position. Gross contributions are due as follows at August 31, 2018:

2019	\$562,557
2020	63,940
2021	36,200
2022	<u>3,500</u>
	<u>\$666,197</u>

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**5. Manchester Alcoholism Rehabilitation Center Revenues**

Revenues related to providing health services are recorded net of contractual allowances, discounts and any provision for bad debts. Substantially all such adjustments in 2018 and 2017 are related to Manchester Alcoholism Rehabilitation Center. An estimated breakdown of Manchester Alcoholism Rehabilitation Center's revenue, net of contractual allowances, discounts and provision for bad debts recorded in fees and grants from governmental agencies and others recognized in 2018 and 2017 from major payor sources, is as follows:

	<u>Gross Revenues</u>	<u>Contractual Allowances and Discounts</u>	<u>Provision for Bad Debts</u>	<u>Revenues, Net</u>
<u>2018</u>				
Private payors (includes coinsurance and deductibles)	\$33,571,171	\$(20,973,855)	\$(1,057,046)	\$11,540,270
Medicaid	31,615,594	(27,988,142)	(148,056)	3,479,396
Medicare	85,060	(8,159)	-	76,901
Self-pay	<u>275,991</u>	<u>(168,460)</u>	<u>(85,872)</u>	<u>21,659</u>
	<u>\$65,547,816</u>	<u>\$(49,138,616)</u>	<u>\$(1,290,974)</u>	<u>\$15,118,226</u>
<u>2017</u>				
Private payors (includes coinsurance and deductibles)	\$33,264,634	\$(21,055,057)	\$(1,855,504)	\$10,354,073
Medicaid	23,941,745	(20,604,836)	(164,539)	3,172,370
Medicare	577,683	(18,639)	(87)	558,957
Self-pay	<u>632,930</u>	<u>(98,180)</u>	<u>(209,128)</u>	<u>325,622</u>
	<u>\$58,416,992</u>	<u>\$(41,776,712)</u>	<u>\$(2,229,258)</u>	<u>\$14,411,022</u>

**6. Leases**

Operating

Easter Seals NH leases certain assets under various arrangements which have been classified as operating leases. Total expense under all leases (including month-to-month leases) was approximately \$1,016,000 and \$1,046,000 for the years ended August 31, 2018 and 2017, respectively. Some of these leases have terms which include renewal options, and others may be terminated at Easter Seals NH's option without substantial penalty. Future minimum payments required under the leases in effect at August 31, 2018, through the remaining contractual term of the underlying lease agreements, are as follows:

2019	\$741,937
2020	456,177
2021	311,365
2022	224,162
2023	31,706

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**6. Leases (Continued)**

**Capital**

In 2015, Easter Seals NH entered into a three year lease agreement with a bank for certain computer equipment. This lease ended in 2018. Payments made under this agreement for the years ended August 31, 2018 and 2017 were \$20,995 and \$60,617, respectively. The assets are fully amortized as of August 31, 2018. The carrying value of assets recorded under the capital lease totaled \$17,533, net of accumulated amortization of \$161,286 at August 31, 2017. Amortization expense related to the above capital lease is a component of depreciation expense in the accompanying consolidated statements of functional expenses. Interest expense recognized on the capital lease in 2018 and 2017 was insignificant.

**7. Fixed Assets**

Fixed assets consist of the following at August 31:

	<u>2018</u>	<u>2017</u>
Buildings	\$ 30,906,387	\$ 27,501,343
Land and land improvements	3,331,184	2,989,333
Leasehold improvements	140,442	120,539
Office equipment and furniture	9,380,281	8,609,250
Vehicles	2,641,876	2,750,511
Construction in progress	<u>177,686</u>	<u>2,806,165</u>
	46,577,856	44,777,141
Less accumulated depreciation and amortization	<u>(17,782,070)</u>	<u>(16,328,800)</u>
	<u>\$ 28,795,786</u>	<u>\$ 28,448,341</u>

Depreciation and amortization expense related to fixed assets totaled \$1,788,535 and \$1,721,445 in 2018 and 2017, respectively.

During 2012, Easter Seals NH received a donated building with an estimated fair value of approximately \$1,100,000. Under the terms of the donation, for a period of six years, Easter Seals NH must continue to use the building as a child care center. Should Easter Seals NH cease to operate the program, or wish to sell or donate the property, Easter Seals NH must first provide the donor with the opportunity to purchase the property for \$1. The contribution representing the fair value of the building was recorded as deferred revenue at August 31, 2017. As of December 2017 the terms of the donation were met and Easter Seals NH recognized the remaining balance of \$937,292 in unrestricted contributions.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**8. Investments and Assets Limited as to Use**

Investments and assets limited as to use, at fair value, are as follows at August 31:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 1,200,834	\$ 1,873,318
Marketable equity securities	1,716,059	1,450,878
Mutual funds	14,084,488	13,244,995
Corporate and foreign bonds	873,487	940,042
Government and agency securities	<u>460,528</u>	<u>425,217</u>
	18,335,396	17,934,450
Less: assets limited as to use	<u>(2,555,250)</u>	<u>(3,090,408)</u>
Total investments, at fair value	<u>\$15,780,146</u>	<u>\$14,844,042</u>

The composition of assets limited as to use at August 31, 2018 and 2017 is set forth in the table shown below at fair value. The portion of assets limited as to use that is required for obligations classified as current liabilities is reported in current assets.

	<u>2018</u>	<u>2017</u>
Under a deferred compensation plan (see note 9):		
Investments	\$ 1,660,727	\$ 1,417,727
Maintained in escrow to make required payments on revenue bonds (see note 10):		
Cash and cash equivalents	<u>894,523</u>	<u>1,672,681</u>
Total assets limited as to use	<u>\$2,555,250</u>	<u>\$3,090,408</u>

The principal components of investment income and net realized and unrealized gains included in continuing operations and other non-operating expenses, gains and losses are summarized below.

	<u>2018</u>	<u>2017</u>
Unrestricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	\$ 575,571	\$ 546,014
Net unrealized gains	164,958	305,131
Net realized gains	<u>312,824</u>	<u>121,090</u>
	1,053,353	972,235
Restricted investment income and unrealized and realized gains on investments:		
Dividend and interest income	15,711	10,746
Net unrealized gains	14,335	51,569
Net realized gains	<u>61,298</u>	<u>17,093</u>
	<u>91,344</u>	<u>79,408</u>
	<u>\$1,144,697</u>	<u>\$1,051,643</u>

# EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

### 9. Retirement Plans

Easter Seals NH maintains a Section 403(b) Plan (a defined contribution retirement plan), which covers substantially all employees. Eligible employees may contribute any whole percentage of their annual salary. Easter Seals NH makes a matching contribution for eligible employees equal to 100% of the participants' elective deferrals limited to 2% of the participants' allowable compensation each pay period. The combined amount of employer and employee contributions is subject by law to annual maximum amounts. The employer match was approximately \$579,000 and \$479,000 for the years ended August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. offers, to certain management personnel, the option to participate in an Internal Revenue Code Section 457 Deferred Compensation Plan to which the organization may make a discretionary contribution. The employees' accounts are not available until termination, retirement, death or an unforeseeable emergency. Easter Seals New Hampshire, Inc. contributed approximately \$99,500 and \$106,000 to this plan during the years ended August 31, 2018 and 2017, respectively. The assets and liabilities associated with this plan were \$1,660,727 and \$1,417,727 at August 31, 2018 and 2017, respectively, and are included within assets limited as to use and other liabilities in the accompanying consolidated statements of financial position.

### 10. Borrowings

Borrowings consist of the following at August 31:

	<u>2018</u>	<u>2017</u>
Revenue Bonds, Series 2016A, tax exempt, issued through the New Hampshire Health and Education Facilities Authority (NHHEFA), with an annual LIBOR-based variable rate equal to the sum of (a) 0.6501 times one-month LIBOR, plus (b) 0.6501 times 2.45% (2.95% at August 31, 2018), due in annual principal payments increasing from \$40,417 to \$62,917 with a final payment of \$6,875,413 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	\$12,226,664	\$12,705,000
Revenue Bonds, Series 2016B, tax exempt, issued through NHHEFA, with a fixed rate at 3.47%, annual principal payments continually increasing from \$15,810 to \$21,180 with a final payment of \$5,404,249 due in May 2027, secured by a pledge of all gross revenues and negative pledge of cash, investments and real estate.	7,724,289	9,052,520
Various notes payable to a bank with fixed interest rates ranging from 2.24% to 2.50%, various principal and interest payments ranging from \$111 to \$2,923 payable monthly through dates ranging from September 2018 through September 2021, secured by vehicles with a net book value of \$267,979 at August 31, 2018.	179,929	312,440

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**10. Borrowings (Continued)**

	<u>2018</u>	<u>2017</u>
Mortgage note payable to a bank with a fixed rate of 3.25%. Principal and interest of \$12,200 payable monthly, due in February 2030, secured by an interest in certain property with a net book value of \$4,883,943 at August 31, 2018.	\$ <u>2,285,333</u>	\$ <u>2,355,174</u>
	22,416,215	24,425,134
Less current portion	1,241,671	2,008,973
Less net unamortized bond issuance costs	<u>124,946</u>	<u>131,055</u>
	<u>\$21,049,598</u>	<u>\$22,285,106</u>

Principal payments on long-term debt for each of the following years ending August 31 are as follows:

2019	\$ 1,241,671
2020	857,166
2021	881,731
2022	876,813
2023	914,374
Thereafter	<u>17,644,460</u>
	<u>\$22,416,215</u>

**Lines of Credit and Other Financing Arrangements**

Easter Seals New Hampshire, Inc. had an agreement with a bank for a \$500,000 nonrevolving equipment line of credit. The line of credit was used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH through April 2, 2014. The interest rate charged on outstanding borrowings was at a fixed rate at the then prime rate minus 0.75% for maturities up to a five-year term. Upon maturity of this agreement, the balances outstanding under the note payable at August 31, 2014 were converted to various term notes secured by vehicles, as described above. Included in long-term debt are three notes payable totaling \$7,185 and four notes payable totaling \$58,244 at August 31, 2018 and 2017, respectively.

Easter Seals New Hampshire, Inc. also has an agreement with a bank for a \$500,000 revolving equipment line, which can be used to fund the purchase of New Hampshire titled vehicles for use by Easter Seals NH on demand. Advances are converted to term notes as utilized. The interest rate charged on outstanding borrowings is at a fixed rate equal to the then Business Vehicle Rate at the time of the advance for maturities up to a five year term. Included in long-term debt are twenty-four notes payable totaling \$172,744 and twenty-five notes payable totaling \$254,196 at August 31, 2018 and 2017, respectively, that originated under this agreement. Availability under this agreement at August 31, 2018 and 2017 is \$327,256 and \$245,804, respectively.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 10. Borrowings (Continued)

On August 31, 2015, Easter Seals NH entered into a revolving line of credit with a bank. Borrowing availability is up to \$4 million (a portion of which is secured by available letters of credit of \$38,000). Outstanding advances are due on demand. The interest rate charged on outstanding borrowings was at LIBOR rounded up to the nearest one-eighth of one percent plus 2.25%, subsequently amended twice (once in January 2017 to LIBOR rounded up to the nearest one-eighth of one percent plus 2.10% and in May 2018 to LIBOR rounded up to the nearest one-eighth of one percent plus 1.90%) (4.03% at August 31, 2018). Under an event of default, the interest rate will increase from LIBOR plus 1.90% to LIBOR plus 5.25%. The line is secured by a first priority interest in all business assets of Easter Seals New Hampshire, Inc. with guarantees from Easter Seals VT and Manchester Alcoholism Rehabilitation Center. The agreement requires that collective borrowings under the line of credit be reduced to \$1,000,000 for 30 consecutive days during each calendar year. Amounts outstanding under this revolving line of credit agreement at August 31, 2018 were \$610,319. There was no outstanding balance at August 31, 2017.

#### NHHEFA 2016A and 2016B Revenue Bonds

On December 20, 2016, Easter Seals NH issued \$13,015,000 in Series 2016A Tax Exempt Revenue Bonds. These bonds were used to refinance the Series 2004A Revenue Bonds.

Also, on December 20, 2016, Easter Seals NH issued \$9,175,000 in Series 2016B Tax Exempt Revenue Bonds. The bonds were issued to refinance an existing mortgage and to obtain funds for certain planned capital projects.

In connection with the refinancing of the 2004A revenue bonds in 2017, Easter Seals NH incurred a loss on extinguishment of debt totaling \$63,031, primarily related to the write-off of certain unamortized bond issuance costs.

#### Mortgage Notes Payable

On February 18, 2015, Easter Seals NH and Manchester Alcoholism Rehabilitation Center entered into a \$2,480,000 mortgage note payable to finance the acquisition of certain property located in Franklin, New Hampshire. The initial interest rate charged is fixed at 3.25%. Monthly principal and interest payments are \$12,200, and all remaining outstanding principal and interest is due on February 18, 2030. The note is secured by the property.

#### Interest Rate Swap Agreement

Easter Seals NH has an interest rate swap agreement with a bank in connection with the Series 2004A NHHEFA Revenue Bonds. On December 1, 2016, an amendment to this agreement was executed in anticipation of the refinancing of the 2004A revenue bonds to change the interest rate charged from 3.54% to 3.62% and the floating rate from LIBOR times 0.67 to LIBOR times 0.6501. The swap agreement had an outstanding notional amount of \$12,226,664 and \$12,705,000 at August 31, 2018 and 2017, respectively, which reduces in conjunction with principal reductions until the agreement is terminated in November 2034.



## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 10. Borrowings (Continued)

The fair value of the above interest rate swap agreement totaled \$1,772,584 and \$2,641,673 at August 31, 2018 and 2017, respectively, \$244,261 and \$348,636 of which was current at August 31, 2018 and 2017, respectively. During the years ended August 31, 2018 and 2017 net payments required by the agreement totaled \$323,938 and \$401,992, respectively. These payments have been included in interest expense within the accompanying consolidated statements of activities and changes in net assets. See note 13 with respect to fair value determinations.

#### Debt Covenants

In connection with the bonds, lines of credit and various other notes payable described above, Easter Seals NH is required to comply with certain financial covenants including, but not limited to, minimum liquidity and debt service coverage ratios. At August 31, 2018, Easter Seals NH was in compliance with restrictive covenants specified under the NHHEFA bonds and other debt obligations.

#### 11. Donated Services

A number of volunteers have donated their time in connection with Easter Seals NH's program services and fundraising campaigns. However, no amounts have been reflected in the accompanying consolidated financial statements for such donated services, as no objective basis is available to measure the value.

#### 12. Related Party Transactions

Easter Seals NH is a member of Easter Seals, Inc. Membership fees to Easter Seals, Inc. were \$39,036 and \$38,326 for the years ended August 31, 2018 and 2017, respectively, and are reflected as support of National programs on the accompanying consolidated statements of activities and changes in net assets.

#### 13. Fair Value of Financial Instruments

Fair value of a financial instrument is defined as the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at their measurement date. In determining fair value, Easter Seals NH uses various methods including market, income and cost approaches, and utilizes certain assumptions that market participants would use in pricing the asset or liability, including assumptions about risk and the risks inherent in factors used in the valuation. These factors may be readily observable, market corroborated, or generally unobservable. Easter Seals NH utilizes valuation techniques that maximize the use of observable factors and minimizes the use of unobservable factors.

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 13. Fair Value of Financial Instruments (Continued)

Certain of Easter Seals NH's financial instruments are reported at fair value, which include beneficial interest held in trust, investments and the interest rate swap, and are classified by levels that rank the quality and reliability of the information used to determine fair value:

Level 1 – Valuations for financial instruments traded in active exchange markets, such as the New York Stock Exchange. Valuations are obtained from readily available pricing sources for market transactions involving identical instruments.

Level 2 – Valuations for financial instruments traded in less active dealer or broker markets. Valuations are obtained from third party pricing services for identical or similar instruments.

Level 3 – Valuations for financial instruments derived from other methodologies, including option pricing models, discounted cash flow models and similar techniques, and not based on market exchange, dealer or broker traded transactions. Level 3 valuations incorporate certain assumptions and projections in determining fair value.

The following describes the valuation methodologies used to measure financial assets and liabilities at fair value. The levels relate to valuation only and do not necessarily indicate a measure of investment risk. There have been no changes in the methodologies used by Easter Seals NH at August 31, 2018 and 2017.

#### Investments and Assets Limited as to Use

Cash and cash equivalents are deemed to be Level 1. The fair values of marketable equity securities, and mutual funds that are based upon quoted prices in active markets for identical assets are reflected as Level 1. Investments in certain government and agency securities and corporate and foreign bonds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

#### Beneficial Interest in Trust Held by Others

The beneficial interest in trust held by others has been assigned fair value levels based on the fair value levels of the underlying investments within the trust. The fair values of marketable equity securities, money market and mutual funds are based upon quoted prices in active markets for identical assets and are reflected as Level 1. Investments in marketable equity securities and mutual funds where securities are transparent and generally are based upon quoted prices in active markets are valued by the investment managers and reflected as Level 2.

#### Interest Rate Swap Agreement

The fair value for the interest rate swap liability is included in Level 3 and is estimated by the counterparty using industry standard valuation models. These models project future cash flows and discount the future amounts to present value using market-based observable inputs, including interest rates.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**13. Fair Value of Financial Instruments (Continued)**

At August 31, 2018 and 2017, Easter Seals NH's assets and liabilities measured at fair value on a recurring basis were classified as follows:

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2018</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,200,834	\$ -	\$ -	\$ 1,200,834
Marketable equity securities:				
Large-cap	1,182,262	-	-	1,182,262
International	533,797	-	-	533,797
Mutual funds, open-ended:				
Short-term fixed income	4,387,471	-	-	4,387,471
Intermediate-term bond fund	1,037,110	-	-	1,037,110
High yield bond fund	81,169	-	-	81,169
Foreign bond	30,620	-	-	30,620
Government securities	377,563	-	-	377,563
Emerging markets bond	56,094	-	-	56,094
International equities	1,091,145	-	-	1,091,145
Domestic, large-cap	1,113,968	-	-	1,113,968
Domestic, small-cap	269,615	-	-	269,615
Domestic, multi alt	736,276	-	-	736,276
Real estate fund	197,057	-	-	197,057
Mutual funds, closed-ended:				
Domestic, large-cap	3,172,644	-	-	3,172,644
Domestic, mid-cap	588,528	-	-	588,528
Domestic, small-cap	428,019	-	-	428,019
International equity	517,209	-	-	517,209
Corporate and foreign bonds	-	873,487	-	873,487
Government and agency securities	-	460,528	-	460,528
	<u>\$17,001,381</u>	<u>\$1,334,015</u>	<u>\$ -</u>	<u>\$18,335,396</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,096	\$ -	\$ -	\$ 7,096
Marketable equity securities:				
Large-cap	71,948	-	-	71,948
Mutual funds:				
Domestic fixed income	-	23,924	-	23,924
	<u>\$ 79,044</u>	<u>\$ 23,924</u>	<u>\$ -</u>	<u>\$ 102,968</u>
Liabilities:				
Interest rate swap agreement	\$ -	\$ -	\$ 1,772,584	\$ 1,772,584

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**13. Fair Value of Financial Instruments (Continued)**

	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
<u>2017</u>				
Assets:				
Assets limited as to use and investments at fair value:				
Cash and cash equivalents	\$ 1,873,318	\$ -	\$ -	\$ 1,873,318
Marketable equity securities:				
Large-cap	1,139,744	-	-	1,139,744
International	311,134	-	-	311,134
Mutual funds, open-ended:				
Short-term fixed income	4,254,127	-	-	4,254,127
Intermediate-term bond fund	1,098,931	-	-	1,098,931
High yield bond fund	52,926	-	-	52,926
Foreign bond	34,863	-	-	34,863
Government securities	491,892	-	-	491,892
Emerging markets bond	64,867	-	-	64,867
International equities	977,737	-	-	977,737
Domestic, large-cap	859,050	-	-	859,050
Domestic, small-cap	339,680	-	-	339,680
Domestic, multi alt	861,055	-	-	861,055
Real estate fund	188,220	-	-	188,220
Mutual funds, closed-ended:				
Domestic, large-cap	2,949,475	-	-	2,949,475
Domestic, mid-cap	499,421	-	-	499,421
Domestic, small-cap	240,364	-	-	240,364
Fixed Income and bond	4,577	-	-	4,577
International equity	327,810	-	-	327,810
Corporate and foreign bonds	-	940,042	-	940,042
Government and agency securities	<u>-</u>	<u>425,217</u>	<u>-</u>	<u>425,217</u>
	<u>\$16,569,191</u>	<u>\$1,365,259</u>	<u>\$ -</u>	<u>\$17,934,450</u>
Beneficial interest in trust held by others:				
Money market funds	\$ 7,943	\$ -	\$ -	\$ 7,943
Marketable equity securities:				
Large-cap	66,063	-	-	66,063
Mutual funds:				
Domestic fixed income	<u>-</u>	<u>21,357</u>	<u>-</u>	<u>21,357</u>
	<u>\$ 74,006</u>	<u>\$ 21,357</u>	<u>\$ -</u>	<u>\$ 95,363</u>
Liabilities:				
Interest rate swap agreement	<u>\$ -</u>	<u>\$ -</u>	<u>\$2,641,673</u>	<u>\$ 2,641,673</u>

## EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES

### NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

August 31, 2018 and 2017

#### 13. Fair Value of Financial Instruments (Continued)

The table below sets forth a summary of changes in the fair value of Easter Seals NH's Level 3 liabilities for the years ended August 31, 2018 and 2017:

	<u>Interest Rate Swap</u>
Ending balance, August 31, 2016	\$(3,487,979)
Unrealized gain, net	<u>846,306</u>
Ending balance, August 31, 2017	(2,641,673)
Unrealized gain, net	<u>869,089</u>
Ending balance, August 31, 2018	<u>\$(1,772,584)</u>

#### 14. Discontinued Operations

The accompanying consolidated financial statements include various programs and entities that are reported as discontinued operations, as follows:

- On January 25, 2012, the Board of Directors of Easter Seals NH voted to close Harbor Schools and cease all operations of this subsidiary. Effective August 31, 2018 the dissolution of Harbor Schools was finalized.
- On June 23 2017, Easter Seals NH sold the last property at 57 Webster Street.

The management of Easter Seals NH has determined that the closure of each of these programs/entities met the criteria for classification as discontinued operations. The decisions to close the programs/entities were based on performance factors.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**14. Discontinued Operations (Continued)**

The summary statement of financial position for Harbor Schools as of August 31, 2017 was as follows:

	<u>Harbor Schools</u>
Total assets	\$201,786
Net assets:	
Unrestricted	149,764
Temporarily restricted	28,196
Permanently restricted	23,826

There were no remaining balances as of August 31, 2018 for Harbor Schools noted above for purposes of summary statement of financial position presentation.

Summary statements of activities for each of the above discontinued programs/entities for the years ended August 31, 2018 and 2017 are as follows:

	<u>Harbor Schools</u>		<u>New Hampshire</u>	
	<u>2018</u>	<u>2017</u>	<u>2018</u>	<u>2017</u>
Total public support and revenue	\$ 1,203	\$ 1,123	\$ -	\$ -
Operating expenses	-	(10,035)	-	(34,741)
Other non-operating expenses	(1,771)	(553)	-	-
Gain on sale of properties, net	<u>-</u>	<u>-</u>	<u>-</u>	<u>6,475</u>
Loss from discontinued operations	<u>\$ (568)</u>	<u>\$ (9,465)</u>	<u>\$ -</u>	<u>\$ (28,266)</u>

In addition, the accompanying consolidated financial statements include losses from various other discontinued operations totaling \$7,712 in 2018.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

August 31, 2018 and 2017

**15. Acquisition of The Homemakers Health Services, Inc.**

On May 4, 2018, Easter Seals NH entered into a letter of intent to affiliate with The Homemakers Health Services, Inc. (the Organization). On September 1, 2018, Easter Seals NH acquired the Organization for no consideration. The Organization was not controlled by Easter Seals NH prior to this agreement. This affiliation will be accounted for in accordance with generally accepted accounting principles guidance on acquisitions by a not-for-profit entity. The Homemakers Health Services, Inc. had total net operating revenue of approximately \$289,000 (unaudited) for the two months ended August 31, 2018, and \$2,330,000 for year ended June 30, 2018. The financial position of The Homemakers Health Services, Inc. as of September 1, 2018 (unaudited), is as follows:

	<u>(Unaudited)</u>
Assets:	
Cash and cash equivalents	\$ 119,865
Other current assets	148,613
Fixed assets, net	<u>1,030,882</u>
Total assets	<u>\$1,299,360</u>
Liabilities:	
Accounts payable	\$ 51,250
Accrued expenses and other liabilities	107,746
Debt	<u>125,685</u>
Total liabilities	284,681
Net assets:	
Unrestricted net assets	<u>1,014,679</u>
Total liabilities and net assets	<u>\$1,299,360</u>

**OTHER FINANCIAL INFORMATION**



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2018

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 2,327,419	\$ 29,169	\$ 8,920	\$ -	\$ -	\$ 2,365,508
Short-term investments, at fair value	3,002,574	-	-	-	-	3,002,574
Accounts receivable from affiliates	2,335,205	1,450,563	-	-	(3,785,768)	-
Program and other accounts receivable, net	10,427,498	566,808	89,283	-	-	11,083,589
Contributions receivable, net	492,283	1,020	2,654	-	-	495,957
Current portion of assets limited as to use	894,523	-	-	-	-	894,523
Prepaid expenses and other current assets	<u>389,913</u>	<u>13,440</u>	<u>28,427</u>	<u>-</u>	<u>-</u>	<u>431,780</u>
Total current assets	19,869,415	2,061,000	129,284	-	(3,785,768)	18,273,931
Assets limited as to use, net of current portion	1,641,337	19,390	-	-	-	1,660,727
Fixed assets, net	28,725,627	51,923	18,236	-	-	28,795,786
Investments, at fair value	12,777,572	-	-	-	-	12,777,572
Beneficial interest in trust held by others and other assets	<u>206,608</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>206,608</u>
	<u>\$63,220,559</u>	<u>\$2,132,313</u>	<u>\$ 147,520</u>	<u>\$ -</u>	<u>\$(3,785,768)</u>	<u>\$61,714,624</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
<b>Current liabilities:</b>						
Line of credit	\$ 610,319	\$ -	\$ -	\$ -	\$ -	\$ 610,319
Accounts payable	2,709,560	12,816	187	-	-	2,722,563
Accrued expenses	5,295,718	8,054	31,085	-	-	5,334,857
Accounts payable to affiliates	-	-	3,785,768	-	(3,785,768)	-
Deferred revenue	685,999	11,540	7,111	-	-	704,650
Current portion of interest rate swap agreements	244,261	-	-	-	-	244,261
Current portion of long-term debt	<u>1,241,671</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,241,671</u>
<b>Total current liabilities</b>	<b>10,787,528</b>	<b>32,410</b>	<b>3,824,151</b>	<b>-</b>	<b>(3,785,768)</b>	<b>10,858,321</b>
<b>Other liabilities</b>	<b>1,641,337</b>	<b>19,390</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>1,660,727</b>
Interest rate swap agreements, less current portion	1,528,323	-	-	-	-	1,528,323
Long-term debt, less current portion, net	<u>21,049,598</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>21,049,598</u>
<b>Total liabilities</b>	<b>35,006,786</b>	<b>51,800</b>	<b>3,824,151</b>	<b>-</b>	<b>(3,785,768)</b>	<b>35,096,969</b>
<b>Net assets (deficit):</b>						
Unrestricted	20,883,776	2,075,949	(3,675,131)	-	-	19,284,594
Temporarily restricted	2,256,065	4,564	(1,500)	-	-	2,259,129
Permanently restricted	<u>5,073,932</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>5,073,932</u>
<b>Total net assets (deficit)</b>	<b><u>28,213,773</u></b>	<b><u>2,080,513</u></b>	<b><u>(3,676,631)</u></b>	<b><u>-</u></b>	<b><u>-</u></b>	<b><u>26,617,655</u></b>
	<b><u>\$63,220,559</u></b>	<b><u>\$2,132,313</u></b>	<b><u>\$ 147,520</u></b>	<b><u>\$ -</u></b>	<b><u>\$(3,785,768)</u></b>	<b><u>\$61,714,624</u></b>

\* Includes Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FINANCIAL POSITION**

August 31, 2017

ASSETS

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Current assets:						
Cash and cash equivalents	\$ 3,589,555	\$ 19,385	\$ 10,103	\$ --	\$ --	\$ 3,619,043
Short-term investments, at fair value	2,816,344	--	--	--	--	2,816,344
Accounts receivable from affiliates	1,489,181	1,668,124	--	149,764	(3,307,069)	--
Program and other accounts receivable, net	8,599,952	691,294	14,939	--	--	9,306,185
Contributions receivable, net	568,342	920	13,246	--	--	582,508
Current portion of assets limited as to use	1,566,680	--	--	--	--	1,566,680
Prepaid expenses and other current assets	<u>389,372</u>	<u>12,775</u>	<u>30,710</u>	<u>--</u>	<u>--</u>	<u>432,857</u>
Total current assets	19,019,426	2,392,498	68,998	149,764	(3,307,069)	18,323,617
Assets limited as to use, net of current portion	1,511,218	12,510	--	--	--	1,523,728
Fixed assets, net	28,359,254	75,573	13,514	--	--	28,448,341
Investments, at fair value	11,975,676	--	--	52,022	--	12,027,698
Beneficial interest in trust held by others and other assets	<u>458,909</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>--</u>	<u>458,909</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

LIABILITIES AND NET ASSETS

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
<b>Current liabilities:</b>						
Accounts payable	\$ 2,388,870	\$ 25,812	\$ 2,554	\$ -	\$ -	\$ 2,417,236
Accrued expenses	4,750,875	-	22,737	-	-	4,773,612
Accounts payable to affiliates	-	-	3,307,069	-	(3,307,069)	-
Deferred revenue	1,635,253	33,557	14,995	-	-	1,683,805
Current portion of capital lease obligation	20,995	-	-	-	-	20,995
Current portion of interest rate swap agreements	348,636	-	-	-	-	348,636
Current portion of long-term debt	<u>2,008,973</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,008,973</u>
<b>Total current liabilities</b>	11,153,602	59,369	3,347,355	-	(3,307,069)	11,253,257
<b>Other liabilities</b>	1,405,350	12,510	-	-	-	1,417,860
Interest rate swap agreements, less current portion	2,293,037	-	-	-	-	2,293,037
Long-term debt, less current portion, net	<u>22,285,106</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>22,285,106</u>
<b>Total liabilities</b>	37,137,095	71,879	3,347,355	-	(3,307,069)	37,249,260
<b>Net assets (deficit):</b>						
Unrestricted	16,553,419	2,401,641	(3,269,902)	149,764	-	15,834,922
Temporarily restricted	2,642,819	7,061	5,059	28,196	-	2,683,135
Permanently restricted	<u>4,991,150</u>	<u>-</u>	<u>-</u>	<u>23,826</u>	<u>-</u>	<u>5,014,976</u>
<b>Total net assets (deficit)</b>	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
	<u>\$61,324,483</u>	<u>\$2,480,581</u>	<u>\$ 82,512</u>	<u>\$201,786</u>	<u>\$(3,307,069)</u>	<u>\$60,782,293</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2018

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 1,913,486	\$ 28,113	\$ 83,497	\$ -	\$ -	\$ 2,025,096
Special events, net	1,898,837	394	55,087	-	-	1,954,318
Annual campaigns, net	371,433	4,761	5,148	-	-	381,342
Bequests	<u>138,000</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>138,000</u>
Total public support	4,321,756	33,268	143,732	-	-	4,498,756
Revenue:						
Fees and grants from governmental agencies and others, net	58,082,135	5,261,341	292,224	-	-	63,635,700
Other grants	21,165,950	1,060,871	246,770	-	-	22,473,591
Dividend and interest income	591,280	2	-	-	-	591,282
Rental income	27,050	-	-	-	-	27,050
Intercompany revenue	741,597	-	-	-	(741,597)	-
Other	<u>110,189</u>	<u>12,475</u>	<u>24</u>	<u>-</u>	<u>-</u>	<u>122,688</u>
Total revenue	<u>80,718,201</u>	<u>6,334,689</u>	<u>539,018</u>	<u>-</u>	<u>(741,597)</u>	<u>86,850,311</u>
Total public support and revenue	85,039,957	6,367,957	682,750	-	(741,597)	91,349,067
Operating expenses:						
Program services:						
Public health education	246,678	7,099	1,119	-	-	254,896
Professional education	23,007	-	-	-	-	23,007
Direct services	<u>72,888,726</u>	<u>6,001,327</u>	<u>761,733</u>	<u>-</u>	<u>(32,934)</u>	<u>79,618,852</u>
Total program services	73,158,411	6,008,426	762,852	-	(32,934)	79,896,755

	* New Hampshire	Vermont	Maine	Harbor Schools, Inc.	Elimin- ations	Total
Supporting services:						
Management and general	\$ 8,536,262	\$ 614,425	\$ 124,821	\$ -	\$(708,663)	\$ 8,566,845
Fundraising	<u>869,629</u>	<u>73,295</u>	<u>199,153</u>	<u>-</u>	<u>-</u>	<u>1,142,077</u>
Total supporting services	<u>9,405,891</u>	<u>687,720</u>	<u>323,974</u>	<u>-</u>	<u>(708,663)</u>	<u>9,708,922</u>
Total functional expenses	82,564,302	6,696,146	1,086,826	-	(741,597)	89,605,677
Support of National programs	<u>39,036</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>39,036</u>
Total operating expenses	<u>82,603,338</u>	<u>6,696,146</u>	<u>1,086,826</u>	<u>-</u>	<u>(741,597)</u>	<u>89,644,713</u>
Increase (decrease) in net assets from operations	2,436,619	(328,189)	(404,076)	-	-	1,704,354
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	869,089	-	-	-	-	869,089
Net unrealized and realized gains on investments	553,415	-	-	-	-	553,415
Increase in fair value of beneficial interest in trust held by others	7,606	-	-	-	-	7,606
Loss on sales and disposals of fixed assets	(9,100)	-	-	-	-	(9,100)
Other non-operating expenses	<u>(32,462)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(32,462)</u>
	1,388,548	-	-	-	-	1,388,548
Loss from discontinued operations	<u>-</u>	<u>-</u>	<u>(7,712)</u>	<u>(568)</u>	<u>-</u>	<u>(8,280)</u>
Increase (decrease) in net assets before effects of dissolution of an affiliate	3,825,167	(328,189)	(411,788)	(568)	-	3,084,622
Dissolution of an affiliate	<u>201,218</u>	<u>-</u>	<u>-</u>	<u>(201,218)</u>	<u>-</u>	<u>-</u>
Total increase (decrease) in net assets	4,026,385	(328,189)	(411,788)	(201,786)	-	3,084,622
Net assets (deficit) at beginning of year	<u>24,187,388</u>	<u>2,408,702</u>	<u>(3,264,843)</u>	<u>201,786</u>	<u>-</u>	<u>23,533,033</u>
Net assets (deficit) at end of year	<u>\$28,213,773</u>	<u>\$2,080,513</u>	<u>\$(3,676,631)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$26,617,655</u>

\* Includes Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF ACTIVITIES AND CHANGES IN NET ASSETS**

Year Ended August 31, 2017

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Public support and revenue:						
Public support:						
Contributions, net	\$ 2,330,292	\$ 22,084	\$ 94,429	\$ -	\$ -	\$ 2,446,805
Special events, net	1,627,232	3,917	80,125	-	-	1,711,274
Annual campaigns, net	292,955	10,473	18,607	-	-	322,035
Bequests	<u>288,456</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>288,456</u>
Total public support	4,538,935	36,474	193,161	-	-	4,768,570
Revenue:						
Fees and grants from governmental agencies and others, net	54,830,934	5,065,405	1,145,379	-	-	61,041,718
Other grants	19,998,951	1,002,769	337,494	-	-	21,339,214
Dividend and interest income	556,758	2	-	-	-	556,760
Rental income	27,225	-	-	-	-	27,225
Intercompany revenue	759,869	-	-	-	(759,869)	-
Other	<u>129,094</u>	<u>1,000</u>	<u>2,095</u>	<u>-</u>	<u>-</u>	<u>132,189</u>
Total revenue	<u>76,302,831</u>	<u>6,069,176</u>	<u>1,484,968</u>	<u>-</u>	<u>(759,869)</u>	<u>83,097,106</u>
Total public support and revenue	80,841,766	6,105,650	1,678,129	-	(759,869)	87,865,676
Operating expenses:						
Program services:						
Public health education	272,981	7,179	14	-	-	280,174
Professional education	30,599	-	-	-	-	30,599
Direct services	<u>69,254,921</u>	<u>5,620,706</u>	<u>1,751,400</u>	<u>-</u>	<u>(41,666)</u>	<u>76,585,361</u>
Total program services	69,558,501	5,627,885	1,751,414	-	(41,666)	76,896,134

	<u>* New Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	<u>Harbor Schools, Inc.</u>	<u>Elimin- ations</u>	<u>Total</u>
Supporting services:						
Management and general	\$ 7,854,998	\$ 551,880	\$ 191,236	\$ -	\$(718,203)	\$ 7,879,911
Fundraising	<u>1,039,446</u>	<u>75,463</u>	<u>199,291</u>	<u>-</u>	<u>-</u>	<u>1,314,200</u>
Total supporting services	<u>8,894,444</u>	<u>627,343</u>	<u>390,527</u>	<u>-</u>	<u>(718,203)</u>	<u>9,194,111</u>
Total functional expenses	78,452,945	6,255,228	2,141,941	-	(759,869)	86,090,245
Support of National programs	<u>38,326</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>38,326</u>
Total operating expenses	<u>78,491,271</u>	<u>6,255,228</u>	<u>2,141,941</u>	<u>-</u>	<u>(759,869)</u>	<u>86,128,571</u>
Increase (decrease) in net assets from operations	2,350,495	(149,578)	(463,812)	-	-	1,737,105
Other non-operating expenses, gains and losses:						
Change in fair value of interest rate swaps	846,306	-	-	-	-	846,306
Net unrealized and realized gains on investments	494,883	-	-	-	-	494,883
Increase in fair value of beneficial interest in trust held by others	6,743	-	-	-	-	6,743
Loss on bond refinance	(63,031)	-	-	-	-	(63,031)
Loss on sales and disposals of fixed assets	(3,674)	-	528	-	-	(3,146)
Other non-operating expenses	<u>(10,417)</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>(10,417)</u>
	1,270,810	-	528	-	-	1,271,338
Loss from discontinued operations	<u>(28,266)</u>	<u>-</u>	<u>-</u>	<u>(9,465)</u>	<u>-</u>	<u>(37,731)</u>
Total increase (decrease) in net assets	3,593,039	(149,578)	(463,284)	(9,465)	-	2,970,712
Net assets (deficit) at beginning of year	<u>20,594,349</u>	<u>2,558,280</u>	<u>(2,801,559)</u>	<u>211,251</u>	<u>-</u>	<u>20,562,321</u>
Net assets (deficit) at end of year	<u>\$24,187,388</u>	<u>\$2,408,702</u>	<u>\$(3,264,843)</u>	<u>\$201,786</u>	<u>\$-</u>	<u>\$23,533,033</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.



**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2018

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- ations	<u>Total</u>
Salaries and related expenses	\$61,637,499	\$5,345,519	\$ 723,908	\$ -	\$ -	\$67,706,926
Professional fees	8,697,878	669,966	170,708	-	(741,597)	8,796,955
Supplies	2,371,309	33,136	11,759	-	-	2,416,204
Telephone	574,477	35,251	16,084	-	-	625,812
Postage and shipping	52,277	1,689	792	-	-	54,758
Occupancy	2,293,069	170,645	63,386	-	-	2,527,100
Outside printing, artwork and media	42,146	4,051	4,497	-	-	50,694
Travel	2,061,630	306,760	24,173	-	-	2,392,563
Conventions and meetings	238,764	15,397	3,568	-	-	257,729
Specific assistance to individuals	1,053,536	41,070	35,587	-	-	1,130,193
Dues and subscriptions	64,350	-	1,138	-	-	65,488
Minor equipment purchases- and equipment rental	347,406	14,929	1,492	-	-	363,827
Ads, fees and miscellaneous	357,091	22,997	24,183	-	-	404,271
Interest	1,024,622	-	-	-	-	1,024,622
Depreciation and amortization	<u>1,748,248</u>	<u>34,736</u>	<u>5,551</u>	<u>-</u>	<u>-</u>	<u>1,788,535</u>
	<u>\$82,564,302</u>	<u>\$6,696,146</u>	<u>\$1,086,826</u>	<u>\$ -</u>	<u>\$(741,597)</u>	<u>\$89,605,677</u>

\* Includes Manchester Alcoholism Rehabilitation Center.

**EASTER SEALS NEW HAMPSHIRE, INC. AND SUBSIDIARIES**

**CONSOLIDATING STATEMENT OF FUNCTIONAL EXPENSES**

Year Ended August 31, 2017

	* New <u>Hampshire</u>	<u>Vermont</u>	<u>Maine</u>	Harbor Schools, <u>Inc.</u>	Elimin- <u>ations</u>	<u>Total</u>
Salaries and related expenses	\$57,687,981	\$4,925,625	\$1,465,432	\$ -	\$ -	\$64,079,038
Professional fees	8,463,640	640,027	278,263	-	(759,869)	8,622,061
Supplies	2,180,957	38,894	17,731	-	-	2,237,582
Telephone	566,435	37,125	15,362	-	-	618,922
Postage and shipping:	57,742	1,295	2,214	-	-	61,251
Occupancy	2,022,811	154,091	168,031	-	-	2,344,933
Outside printing, artwork and media	71,825	6,754	6,709	-	-	85,288
Travel	1,990,758	313,059	28,112	-	-	2,331,929
Conventions and meetings	214,857	31,141	11,383	-	-	257,381
Specific assistance to individuals	1,025,235	33,829	63,470	-	-	1,122,534
Dues and subscriptions	34,018	200	2,994	-	-	37,212
Minor equipment purchases- and equipment rental	338,335	11,384	1,260	-	-	350,979
Ads, fees and miscellaneous	335,912	24,820	71,811	-	-	432,543
Interest	986,384	-	-	-	-	986,384
Impairment	767,632	-	-	-	-	767,632
Depreciation and amortization	<u>1,708,423</u>	<u>36,984</u>	<u>9,169</u>	<u>-</u>	<u>-</u>	<u>1,754,576</u>
	<u>\$78,452,945</u>	<u>\$6,255,228</u>	<u>\$2,141,941</u>	<u>\$ -</u>	<u>\$(759,869)</u>	<u>\$86,090,245</u>

\* Includes Agency Realty, Inc. through October 26, 2016 (see note 1) and Manchester Alcoholism Rehabilitation Center.

**Easter Seals New Hampshire, 555 Auburn Street, Manchester, NH 03103  
2019 Board of Directors**

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**Matthew Boucher**

**Dennis Beaulieu**

Past Chairman

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Vice Chairman

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**Christine Williams**

**Larry J. Gammon**  
Easter Seals New Hampshire, Inc.  
555 Auburn Street  
Manchester, NH 03103

**Employment**

7/88 to Present

President, Chief Executive Officer

A member of Easter Seals National, the Agency is a comprehensive, multi-facility organization with services throughout New Hampshire, Vermont and Maine. Employing over 2000 persons, and operating in excess of 100 million dollars, the Agency has services in Vocational, Educational, Residential, Clinical, Medical, Camping/Recreational, Veterans and Substance Abuse. Position reports to the Chairman of the Board of Directors.

6/85 – 7/88

Executive Vice President  
Vice President

8/75 – 6/85

Deputy Executive Director  
Easter Seal Society/Goodwill Industries of New Hampshire/Vermont

In progressive management experiences, guided the Agency's programs through a growth from 1+ million dollar budget, and status as one of the most comprehensive service organizations in the country.

Directly responsible to the Executive Director, later President, for supervision of all professional programs of the comprehensive rehabilitation centers, with CARF accreditation in Audiology, Speech Pathology, Social Adjustment, Physical Restoration and Vocational Adjustment. In addition, the Society operates a large day school for handicapped pupils, 3 work adjustment center/sheltered workshops, a comprehensive camping program, retail sales outlets, and a pupil transportation program of 75 students per day. Duties included, but were not limited to, hiring and supervision of staff, program development, budget development and control, procuring funding, and staffing of various Board committees.

9/71 – 8/75

New Hampshire Easter Seal Society for Crippled Children & Adults, Inc.  
870 Hayward St.  
Manchester, NH 03103

Position: Facilities Director, Easter Seal School

Program Development, supervision and recruitment of staff, screening of pupils; developing budget, and securing funding.

9/70 – 7/71

New Hampshire Department of Education  
Keene Public Schools  
Keene, NH 03431

Position: Special Education Consultant

1 year study of special education needs of 6 small towns in New Hampshire. Responsible to 6 school boards and the New Hampshire Department of Special Education, Title VI-B Grant.

2/69 – 8/70

Gary Public Schools  
Gary, IN

Position: Teacher, Special Education

Classroom teacher, M.R. Summer program for trainable M.R.

9/67 – 1/69

Charlottesville Public Schools  
Charlottesville, VA

Position: Teacher M.R. – Department Chairman

Teacher, pre-vocational services, Department Chairman for Junior High age M.R. Director, Summer project (7/68), Title I.

### Education

9/62 – 8/66

University of Virginia, Charlottesville, VA  
B.S. in Special Education, emphasis in Mental Retardation. All undergraduate courses were at the Master's Level. Dean's List, Junior & Senior years.

9/66 – 8/67

University of Virginia, Charlottesville, VA  
36 hours of Graduate School of Education, emphasis in Administration, Testing & Evaluation and Research. Full time graduate scholarship.

### Service

#### National

Chairman, Board of Trustees, CARF, 1990-1991  
Member, Board of Trustees, CARF, 1985-1991  
Medders Award, Outstanding Easter Seals Executive, 1995  
President, Easter Seals Leadership Association, 1998-2000

#### Local

Queen City Rotary Club, Member  
Serenity Place, Board of Directors  
Mayor's Task Force/Senior Services  
Hillcrest Terrace, Board of Directors  
CEO Council  
Dartmouth Hitchcock Medical Center – Assembly of Overseers  
YMCA Disability Council

#### Recognition

Non-Profit Business of the Year, *Business NH Magazine*, 2010  
Non-Profit Business of the Year, *Business NH Magazine*, 2005  
Non-Profit Business of the Decade, *Business NH Magazine*, 2000  
Non-Profit Business of the Year, *Business NH Magazine*, 1994

NANCY L. ROLLINS



**EXPERIENCE**

**Easterseals, NH, VT, ME; Farnum Center/Farnum North-NH.**

555 Auburn Street  
Manchester, NH 03103

Chief Strategy Officer

November 2016 –Present

Responsible for strategic development across all organizational services and supports. Provides intergovernmental relations working with the senior management team to develop and implement a corporate and legislative strategy. Improve visibility across the three state footprint, specifically in the areas of Health and Human Services, Foundations and State Government. Collaborates with the management team to develop and implement plans for the operational infrastructure of systems, processes and personnel design to accommodate growth and rapid response to needs within the community. Seeks growth opportunities through partnerships, mergers and acquisitions of compatible organizations to meet the needs of individuals and their families across the lifespan who have disabilities or special needs. Leads quality initiative to include reviews of program service, analyzes data and develops and implements strategies to move towards quality performance measurement in all services and supports.

Serves as a member of the Executive Leadership Team. Reports directly to the President/ Chief Executive Officer

**Goodwill Industries of Northern New England**

38 Locke Road, #2  
Concord, NH 03301

New Hampshire State Director for Strategic Development and Public Policy     January, 2014 – October 25, 2016

Responsible for collaboration with existing state and local networks to identify, develop or create potential businesses and programs serving the state of New Hampshire. Assuring such activities are consistent with Goodwill of Northern New England's (Goodwill NNE) strategic plan and vision of creating sustainable communities that thrive through the fullest participation of their diverse residents. Acquire knowledge about current trends and emerging issues in public policy, as well as New Hampshire business practices and relates them to existing and potential Goodwill NNE business and program development. Works in conjunction with Goodwill NNE senior management team, New Hampshire Goodwill NNE retail staff, and Agency program managers to fulfill goals in New Hampshire and the agency in general. Represents Goodwill NNE in all state and local activities consistent with the agency's mission to enable persons with diverse challenges achieve personal stability and community engagement.

Serves as a member of the Senior Management Team. Report directly to the President/ Chief Executive Officer.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, New Hampshire 03301

Associate Commissioner

March, 2006 – January, 2014

Responsible for the Division of Community Based Care Services (DCBCS) which provides a wide range of supports and services in partnership with community providers for individuals with developmental disabilities and acquired brain disorders; individuals with serious mental illness or emotional disturbance; adults aged 18-60 who have a chronic illness or disability; individuals age 60 or older; adult protective services ages 18-and up; individuals with substance abuse and alcohol abuse disorders; persons who are homeless or at –risk of homelessness; and children age 0-18 with physical disabilities, chronic illnesses and special health care needs. DCBCS focuses on the development and implementation of long-term care systems that can support an individual’s choice to remain in community and out of long-term institutional settings.

Served as a member of the Commissioner’s Senior Management and Policy Team. This senior level position was a direct report to the Commissioner

**State of New Hampshire**  
**Department of Health and Human Services**  
**Office of Medicaid Business & Policy**  
**And**  
**Division of Community Based Care Services**  
129 Pleasant Street  
Concord, NH 03301

January, 2006 – March, 2006

Interim Director

At the request of the Commissioner of the Department of Health and Human Services agreed to serve as Interim Director of the Office of Medicaid Business & Policy (OMBP), which has functional responsibility for health planning, reporting, data and research, and the Medical Assistance program (Medicaid).

In addition, serves as Interim Director for the Division of Community Based Care Services (DCBCS). This Division provides a wide range of supports and services in partnership with community systems for individuals with developmental disabilities and acquired brain disorders, individuals with serious mental illness or emotional disturbance, adults aged 18-60 who have a chronic illness or disability and individuals age 60 or older, and children age 0-18 with physical disabilities, chronic illnesses and special health care needs.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
129 Pleasant Street  
Concord, NH 03301

July 1995 – January 2, 2006

Director

Assigned as Acting Director in July 1995, during a reorganization of the Department of Health and Human Services. On November 27, 1995 assumed the position of Director of the Division for Children, Youth and Families (DCYF) responsible for state leadership of the agency that has statutory authority for child



protection, children in need of services (CHINS) and community-based juvenile justice, juvenile probations and parole services. In addition DCYF has administrative responsibility for statewide domestic violence funds and provides state funded childcare/child development services that are employment related, protective or preventative. Administer an annual budget of \$124 million dollars. The Division maintains fifteen service sites statewide with a staff of 370. In addition the Division contracts or vendors services to over 1,600 community-based providers or residential care facilities. On September 16, 2001 the juvenile probation responsibility transferred from DCYF to a newly created Division for Juvenile Justice Services (DJJS). DCYF retains responsibility for child protection, child development/childcare, domestic violence and child welfare prevention services. Administratively DCYF oversees the use of Federal child welfare and Medicaid funds for DJJS. The Director position is a direct report to the Commissioner of the Department of Health and Human Services. Serve as a member of the Department's management team. Provide leadership regarding children, youth and family issues in a wide variety of areas on the community, state and national levels.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division for Children, Youth, and Families**  
6 Hazen Drive  
Concord, NH 03301

August 1994 - July 1995

Deputy Director

Direct responsibility for planning and oversight of operational areas of the Bureau of Administrative Services. This includes oversight of the agency budget, personnel, provider relations, and payment of services. Oversees the Bureau of Children and Families which is responsible for all field operations including twelve district offices providing child welfare, children in need of services (CHINS) and juvenile justice services; and the Bureau of Residential Services that is responsible for the operations of the Youth Detention facility, a long-term juvenile detention facility; the Youth Services Unit, a short-term, pre-adjudication unit; and the Tobey School, a state operated residential facility for seriously emotionally disturbed children and youth. Serve as a liaison to various local, state, and federal agencies relative to child welfare, juvenile justice, and children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

February 1993 - July 1994

Administrator of Children's Mental Health Services

Coordinate planning efforts for development of Community Mental Health Services and programs for children and adolescents; directed contract negotiations with provider agencies; developed and directed initiatives to recommend and implement policies and standards for the enhancement of community-based services and supports for children and their families; provided technical assistance to mental health organizations to resolve operational problems in the care and training of families and child/adolescent consumers; serve as a liaison to various local, state, and federal agencies relative to children's mental health services.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1990 - July 1994

Director of New Hampshire - Child and Adolescent Service System Project.

Director of a statewide systems change project funded by the National Institute of Mental Health. Responsible for writing and acquiring two consecutive, three-year, statewide development grants to enhance children's mental health services in New Hampshire. The project involved coordinating state-level interagency planning teams; facilitating a systems change process with state and local interagency planning teams; coordinating, parent support effort, minority outreach, and training initiatives; and instituting new services-delivery for children and adolescents who have a serious emotional disturbance.

**State of New Hampshire**  
**Department of Health and Human Services**  
**Division of Mental Health and Developmental Services**  
105 Pleasant Street  
Concord, NH 03301

March 1989 - March 1990

Program Planning and Review Specialist

Mental Health Program Administrator for statewide community mental health services. Regional responsibility for The Mental Health Center of Greater Manchester and Center for Life Management, Salem, NH community mental health services; shelters for homeless, and the Consumer Support Program (CSP) Consumer Demonstration Grant. Administer, manage, and monitor federal and state grants; oversee development and implementation of all program services. Clinical Consultant, Child and Adolescent Service System Project, a statewide capacity building project for the development of a statewide comprehensive system of care for seriously emotionally disturbed children and youth.

**River Valley Counseling Center, Inc.**  
Chicopee Adolescent Program  
Chicopee, Massachusetts

May 1978 - February 1989

Director, Child/Adolescent Outpatient Mental Health Services

Administrative:

Responsible for development and implementation of all program services, including, individual, group, and family therapy; Adventure-Based Treatment Program; Home Supports Outreach Program; Community Agency Consultation; Court Advocacy. Supervision of fourteen staff. Developed, negotiated, and maintained contract services with the Massachusetts's Department of Public Health; Department of Mental Health; Department of Social Services; Department of Youth Services; Chicopee Community Development; Pioneer Valley United Way; and the United Way of Holyoke, Granby, and South Hadley. Developed, negotiated, and monitored contract services with seven area community school systems. Responsible for an \$850,000 Program budget. Co-developed and co-founded the Holyoke Teen Clinic in partnership with Holyoke pediatrics Association, Holyoke Health Clinic, and Providence Hospital Alcohol and Substance Abuse Treatment Services, a comprehensive school-based health clinic serving senior and junior high-school students and their families. Formed partnerships with area human service networks. Provided in-service training workshops to local schools and community agencies. Developed and

implemented mental health and substance abuse treatment services on site at the Westover Job Corps Healthcare Facility in Chicopee, Mass. The Westover Job Corps serves a large multicultural population from throughout the greater Northeast.

Clinical:

Provide individual, group, and family therapy to low and moderate-income families. Focus on substance abuse, family systems, and general child/adolescent mental health services. Developed and co-lead Adventure-based treatment groups with adolescents who have serious emotional disturbances, developmental delays and /or special medical needs. Provided clinical supervision to nine therapists. Provided clinical consultation to Holyoke Girls Club/Boys Club; Holyoke High School Teen Clinic, Inc.; Chicopee District Court, Holyoke District Court, and the Department of Social Services, Holyoke District Office; facilitated staff case disposition, in-service training and utilization review of children's mental health cases.

**Hartford Neighborhood Centers**

Mitchell House  
Hartford, Connecticut

September 1974 - May 1975

Youth Counselor

Full-time undergraduate student internship. Developed and implemented human service programs for inner-city Hispanic and African-American youth. Provided counseling, therapeutic recreation, advocacy, and crisis intervention services. Served as a member of City-Wide Youth Board. Provided staff support to other Center programs serving pre-schoolers, school-aged youth and elderly.

**Springfield Girls Club/ Family Center**

Springfield, Massachusetts

September 1973 - May 1974

Child Care Worker

Provided a multi-cultural, after school recreational program for preschoolers.

**EDUCATION**

**Master of Social Work**

University of Connecticut  
School of Social Work  
West Hartford, Connecticut

Degree conferred, May 1985

Concentration in Public Policy and Administration-Minor in Group Work

**Bachelor of Science, Cum Laude**

Springfield College  
Springfield, Massachusetts

Degree conferred, May 1985

Concentration in Community, Leadership and Organizational Development

Primary Focus on Human Services Administration

## TEACHING EXPERIENCE

Dartmouth College Medical School  
Department of Psychiatry  
Dartmouth-Hitchcock Medical Center  
Lebanon, New Hampshire  
*Adjunct Faculty* January 2001- Dec. 2005

Springfield College  
School of Human Services  
Manchester, New Hampshire  
*Adjunct Faculty* May 1999 – August 2005

New Hampshire Public Manager Program  
NH Division of Personnel  
Bureau of Education and Training  
*Professional Mentor for a middle management employee* December 1997 – December 1999

University of New Hampshire  
School of Health and Human Services  
Department of Social Work  
*Adjunct Faculty* September 1996 - 1999

## PROFESSIONAL ASSOCIATIONS

Brain Injury Association of NH – Employment Advisory Committee September 2015 – 2016

Governor’s Interagency Council on Homelessness (ICH) Employment Workgroup  
February 2015 -Present

Center on Aging and Community Living Advisory Board September 2014 - Present

Legislative Task Force on Work and Family, Governor Appointment September 2014- Present

NH Center for Non-profits Policy and Leadership Task Force May 2014 - Present

New Hampshire State Rehabilitation Advisory Council, Governor Appointment February 2014 – Present  
Chair Oct. 2016 - Present

National Advisory Committee, *Positioning Public Child Welfare Initiative: Strengthening Families  
For the 21<sup>st</sup> Century* this initiative is co-sponsored by the National Association of Public Child Welfare  
Administrators (NAPCWA) and Casey Family Programs February 2008 - 2009

New Hampshire State Mental Health Council January 2006 – 2011

New Hampshire Children’s Behavioral Health Collaborative, Member Leadership Committee 2010-

August 2013

New Hampshire Interagency Coordinating Council for Women Offenders January 2006 – December 2013

National Association of State Mental Policy Directors (NASMHPD) January 2006- December 2013  
NASMHPD representative to the Children's Mental Health Subcommittee  
Chair, NASMHPD President's Task Force on Returning Veteran's  
Board Member Member-at-Large 2011-2013  
Board Member NASMHPD Research Institute, Inc. (NRI) 2011-Present  
NASMHPD Research Institute, Inc. (NRI), Board Vice-President 2011-2013  
NASMHPD Representative to the 27<sup>th</sup> Annual Rosalyn Carter Symposium on Mental Health Policy, "*Building Bridges and Support for Children Exposed to Domestic Violence, Child Welfare and Juvenile Justice*", Atlanta, Georgia, Oct. 26 and 27, 2011.  
NASMHPD Board Vice-President 2012 - 2013

National Association of Public Child Welfare Administrators (NAPCWA), an Affiliate of the American Public Human Services Association  
SMHRCY Representative to Children's Mental Health Subcommittee and  
NAPCWA Executive Committee, 1991 - 1994  
NH State Child Welfare Representative, 1995- Present  
NAPCWA Executive Committee, Member-at-Large, Vice-President, January 2002- Dec 2004  
NAPCWA State Representative to the APHSA –sponsored re-writes of the Interstate Compact for The Placement of Children, Dec. 2004 – Nov. 2005  
NAPCWA President, January 2005 – January 2006

New England Association of Child Welfare Commissioners and Directors  
Judge Baker Children's Center, Boston, Mass.  
Committee Member, 1995 – January 2006  
Vice-President, 2001- January 2006

NH Chapter of the National Association of Social Workers September 1999 - 2003  
25 Walker Street  
Concord, New Hampshire  
*State Advisory Board - Member- at-large*

University of New Hampshire  
School of Health and Human Services  
Department of Social Work September 1998 – September 2002  
Community Advisory Board Member

National Technical Assistance Center for Children's Mental Health 1995 - 1998  
Georgetown University Child Development Center  
Advisory Committee Member

State Mental Health Representative for Children and Youth (SMHRCY)  
NH State Representative, 1989 - 1994  
Executive Committee, 1992 - 1994

Community 2000: Pioneer Valley United Way  
Member, Substance Abuse Subcommittee  
Children and Adolescents Subcommittee, 1988 - 1989

Western MA. AIDS Service Providers Coalition, 1987 - 1989

Massachusetts Council for Children 1988 -1989  
Board of Directors Regional Member, Holyoke, MA

Massachusetts Association of Substance Abuse Service Providers (MASASP)  
Member of Statewide Board of Directors, 1985 - 1987

## CIVIC ASSOCIATIONS

Upper Valley Lake Sunapee Regional Planning Commission, Commissioner Representative for the Town  
of New London appointed by Town Board of Selectmen. 2012 – 2016  
Vice Chair of the Commission, Serve on the Executive Committee 2014 - 2016

New London Zoning Board of Adjustments, appointed by the Town Board of Selectman  
2013- 2014

At Home New Hampshire, helping seniors 'age in place' in New London, Newbury, Springfield,  
Sunapee, Sutton and Wilmot, Board of Directors. 2012 – 2014

Member of Saint Andrew's Episcopal Church, New London, NH  
Appointed to the Vestry, January 2014 -2017

New London, Board of Selectmen Elected, May 2014- Present  
Chair, May 2015 -2016  
Board Representative to the Budget Committee 2014-2017

New Hampshire Municipal Association, Board of Directors 2015 - Present

## Awards

Awarded the "*New Hampshire National Guard Distinguished Service Medal*" for providing leadership while at the Department of Health and Human Services for developing services, supports and special military / civilian partnerships for the purposes of better meeting the needs of New Hampshire service members both active duty, deployed and reserves, their families, and veterans. Presented by William N. Reddel III, Major General , New Hampshire National Guard, The Adjutant General and Governor Margaret Wood Hassan , 20 November 2014.

Awarded the "*Commander's Award for Civilian Service*" for organizing and implementing

'Operation Welcome Home' a military / civilian partnership to support hundreds of New Hampshire Guard service members returning from Iraq and Afghanistan. Presented by Kenneth Clark, Major General, New Hampshire National Guard, The Adjutant General, 24 May 2005.

Awarded the "*Commissioner's Award*" which recognizes those who, through their hard work and dedication, have made outstanding contributions toward the prevention, intervention, and treatment of child abuse and neglect. Individuals who receive this award have demonstrated a strong personal commitment to ensuring the safety and well being of children and to supporting and strengthening our nation's families. Presented at the 2005 15<sup>th</sup> National Conference on Child Abuse and Neglect, by Joan E. Ohl, Commissioner, Children's Bureau, Administration for Children, Youth and Families, U.S. Department of Health and Human Services, Washington, D.C., 21 April 2005.

ELIN TREANOR

Email: [etreanor@eastersealsnh.org](mailto:etreanor@eastersealsnh.org)

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## PROFILE SUMMARY

Accomplished executive, non-profit leader with extensive experience in financial management and teamwork involving all business- related and administrative functions, with utmost dedication to outstanding customer service.

## SKILLS AND EXPERIENCE

- Accounting, financial reporting, budgeting, internal controls, audits, compliance, grant funding, cost reporting, analyses, purchasing and payroll
  - Cash management, investments, borrowing, bond financing, banking relationships
  - Billing, collections, funding source reimbursement, contracts and rate negotiations
  - Customer service, Service First
  - Risk Management, safety, facilities, leases, insurances, legal matters
  - Policy and procedures development, problem solving
  - Financial training and consultation
  - Strategic and business planning for sustainability
  - Mergers and divestitures
  - Project management and team facilitation
  - Liaison with Boards of Directors and Committees
- 

## CAREER HISTORY

EASTERSEALS NEW HAMPSHIRE Manchester, NH  
*Senior Vice President and Chief Financial Officer* 1994 – present

- Lead organization's fiscal management for \$90+ million dollar budget for multi-state, multi-corporate, diverse service nonprofit entity.
- Member of Executive Leadership Team; reporting to President/CEO
- Oversee finances as well as Information Technology and Facilities
- Completed multiple nonprofit mergers and deconsolidations
- Focused efforts on mission coupled with finances for organizational long term sustainability

EASTERSEALS NEW HAMPSHIRE Manchester, NH  
*Vice President of Finance* 1988 - 1994  
*Controller* 1984-1988

- Promoted to leadership role with oversight for all finances as well as billing and Information Technology
- Converted financial systems to new software
- Involved in corporate reorganization to multiple entities
- Instrumental in major financial turnaround in 1989



EASTERSEALS NEW HAMPSHIRE

Manchester, NH

*Chief Accountant*

1982 - 1984

*Accountant*

1981 - 1982

*Internal Auditor*

1980 - 1981

- Consistent career progression with increased roles and responsibilities for accounting, finances and management, based on Easterseals ongoing growth and relevant needs

MARSHALLS

Peabody, MA

*Senior Clerk*

1974 - 1980

- Worked as cashier, customer service representative and bookkeeper while attending college.

EDUCATION

SOUTHERN NEW HAMPSHIRE UNIVERSITY

Manchester, NH

*Master's in Business Administration*

1989

BENTLY UNIVERSITY

Waltham, MA

*Bachelor of Science - Accounting Major*

1980

NORTH SHORE COMMUNITY COLLEGE

Beverly, MA

*Associates Degree - Accounting Major*

1977

AWARDS

Awarded "*Financial Executive of the Year*" by New Hampshire Business Review for outstanding fiscal leadership for large nonprofit organization in 2014.

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**Tina M. Sharby, PHR**  
Easter Seals New Hampshire, Inc.  
555 Auburn Street  
Manchester, NH 03103

Human Resources Professional with multi-state experience working as a strategic partner in all aspects of Human Resources Management.

**Areas of expertise include:**

Strong analytical and organizational skills	Problem solving and complaint resolution
Ability to manage multiple tasks simultaneously	Policy development and implementation
Employment Law and Regulation Compliance	Compensation and benefits administration
Strategic management, mergers and acquisitions	

**PROFESSIONAL EXPERIENCE**

**Chief Human Resources Officer 2012-Present**

**Senior Vice President Human Resources**  
**Easter Seals, NH, VT, NY, ME, RI, Harbor Schools & Farnum Center**  
**1998- 2012**

Reporting directly to the President with total human resources and administration. Responsible for employee relations, recruitment and retention, compensation, benefits, risk management, health and safety, staff development for over 2100 employees in a six state not-for-profit organization. Developed and implemented human resources policies to meet all organizational, state and federal requirements. Research and implemented an organizational wide benefits plan that is supportive of on-boarding and retention needs.

Developed and implemented a due diligence research and analysis system for assessing merger and acquisition opportunities. Partnered with senior staff team in preparation of strategic planning initiatives.

Member of the organizations Compliance Committee, Wellness Committee and Risk Management Committee. Attended various board meetings as part of the senior management team, and sit on the investment committee of the Board of Directors for Easter Seals NH, Inc.

**Human Resources Director**  
**Moore Center Services, Inc., Manchester, NH**  
**1986-1998**

Held progressively responsible positions in this not-for-profit organization of 450 employees. Responsible for the development and administration of all Human Resources

activities. Implemented key regulatory compliance programs and developed innovative employee relations initiatives in a rapidly changing business environment. Lead the expansion of the Human Resources department from basic benefit administration to becoming a key advisor to the senior management.

Key responsibilities included benefit design, implementation and administration; workers compensation administration; wage and salary administration, new employee orientation and training; policy development and communication; retirement plan administration; budgetary development; and recruitment.

## **EDUCATION**

Bachelor of Science Degree, Keene State College, 1986  
Minor in Human Resources and Safety Management  
MS Organizational Leadership, Southern NH University (in process)

## **ORGANIZATIONS**

Manchester Area Human Resource Association  
Diversity Chair 2010  
Society for Human Resource Management  
BIA Human Resources  
Health Care & Workforce Development Committee 2009, 2010

# Susan L. Silsby

## SUMMARY OF QUALIFICATIONS

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- Over 25 years of experience in the non- profit industry
- Successful track record in program operations across multiple states
- Strong leadership and managerial skills
- Solid fiscal management ability
- Exceptional customer service skills
- Professional, organized and highly motivated

## EDUCATION

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University System of New Hampshire Plymouth, New Hampshire  
BA in Psychology

Varsity Swimming & Diving, Varsity Field Hockey, Delta Zeta National  
Sorority

## PROFESSIONAL EXPERIENCE

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1988- Present EASTER SEALS NEW HAMPSHIRE

Senior Vice President of Program Services

Plan, develop, implement and monitor program services for adults  
throughout New Hampshire.

Manage all aspects of operations related to the delivery services including  
program development, financial management and personnel  
management.

Analyze trends in referrals, service delivery and funding to develop and  
implement strategic plans that increase the market share, enhance  
financial viability and improve public relations.

Report on administrative, financial, and programmatic outcomes.

Initiate and maintain contact with local and state agency representatives,  
at all levels, to promote Easter Seals services and develop new program  
opportunities.

Establish and maintain effective and positive relationships with public and  
private agencies, referring agencies, parents, funders, and community  
representatives to ensure customer satisfaction and solicit increased  
referrals

Other positions held: Vice President of Community Based Services, Director of  
Vocational Services, Direct Support Professional

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Larry Gammon	President & CEO	\$374,634	0%	\$0.00
Nancy Rollins	COO	\$149,350	0%	\$0.00
Elin Treanor	CFO	\$247,200	0%	\$0.00
Tina Sharby	Chief HR Officer	\$170,000	0%	\$0.00
Susan Silsby	Sr VP of Program Services	\$159,538	0%	\$0.00



CONSENT TO CONTRACT ASSIGNMENTS

The New Hampshire Department of Health and Human Services (hereinafter "Department"), hereby consents to The Homemakers Health Services' assignment of the following two contracts listed below ("Contracts") between the Department and The Homemakers Health Services (Vendor # 154849), to Easter Seals New Hampshire, Inc. (Vendor #177204), a New Hampshire non-profit corporation, with a principal place of business of 555 Auburn Street, Manchester, NH 03103.

Vendor Name	Contract Name	G&C Approval Date & Item #
The Homemakers Health Services	RFA-2017-BEAS-03-ADULT/Adult Day Program Services	10/26/16, #14; 02/07/18, #13 (A)
The Homemakers Health Services	RFA-2017-BEAS-01-INHOM /In-Home Care Services	12/21/16, #16 06/07/17, #22 (A) 02/07/18, #14 (A)

I, Robert C May, Jr, do hereby represent that I am the Vice President of The Homemakers Health Services, and acknowledge and agree that The Homemakers Health Services has assigned the aforementioned Contracts between the Department and The Homemakers Health Services to Easter Seals New Hampshire, Inc., effective September 1, 2018. I further represent and attest that I am duly authorized and empowered to fully bind The Homemakers Health Services to the representations herein and to execute this Consent to Assignment on behalf of The Homemakers Health Services.

The Homemakers Health Services

8/9/2018  
Date

Robert C May, Jr  
Printed Name: Robert C. May, Jr

STATE OF NEW HAMPSHIRE  
 COUNTY OF Strafford

The foregoing instrument was acknowledged before me on this 9 day of August 2018 by Robert C May, Jr.

Elaine L. Dunton  
 Notary Public/Justice of the Peace  
 My Commission Expires: April 11, 2023

**ELAINE L DUNTON**  
 Notary Public, State of New Hampshire  
 My Commission Expires April 11, 2023

I, Elin Treunor, do hereby represent that I am the CFO of Easter Seals New Hampshire, Inc. and acknowledge and agree that The Homemakers Health Services has assigned the two aforementioned Contracts between the Department and The Homemakers Health Services to Easter Seals New Hampshire, Inc. Effective September 1, 2018, Easter Seals New Hampshire, Inc. agrees that as the assignee, Easter Seals New Hampshire, Inc. fully assumes responsibility for performance of the assigned Contracts, in their entirety, including but not limited to, any and all obligations and liabilities, for the full terms of the Contracts beginning on the original effective dates of the Contracts through their final termination dates. I further represent and attest that I am duly authorized and empowered to fully bind Easter Seals New Hampshire, Inc. to the representations herein and to execute this Consent to Assignment on behalf of Easter Seals New Hampshire, Inc.

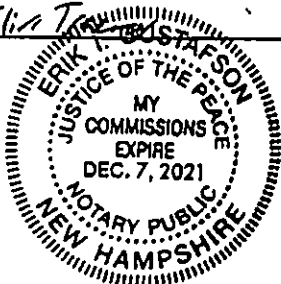
Easter Seals New Hampshire, Inc.

8/8/2018  
Date

Elin Treunor  
Printed Name: Elin Treunor, CFO

STATE OF NEW HAMPSHIRE  
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me on this 8 day of August 2018 by Elin Treunor



ec 92  
Notary Public/Justice of the Peace  
My Commission Expires: 12/8/21

This Consent to Contract Assignments is conditioned upon Easter Seals New Hampshire, Inc.'s acknowledgement and agreement to assume full responsibility for performance of the entirety of the assigned Contracts, including but not limited to any and all obligations and liabilities on the Contracts for the full terms of the Contracts, beginning from the original effective dates through their final termination. The Department reserves the right to pursue all contractual remedies against The Homemakers Health Services that accrued prior to the effective date of the assignment of the Contracts.

Subject to the conditions contained herein, this Consent to Assignment shall be effective on September 1, 2018.

By: Jeffrey A. Meyers Date: 8/21/18  
Jeffrey A. Meyers, Commissioner, New Hampshire Department of Health and Human Services



CERTIFICATE OF VOTE / AUTHORIZATION

I, Betty Burke, do hereby certify that:

- 1. I am the duly elected Assistant Secretary of Easter Seals New Hampshire, Inc.
2. The following is a true copy of a resolution duly adopted at a meeting of the Board of Directors of the Corporation duly held on April 11, 2018:

RESOLVED: To authorize the president/chief executive officer, chief financial officer, chief operating officer, chief human resources officer and the legal counsel of the corporation, or any one of them acting alone, to execute contracts, leases and documents, which have been approved in accordance with the policies of the corporation and its fiscal authorities adopted by the board of directors and to include within that authority Easter Seals Maine, Inc., Easter Seals Vermont, Inc., and Manchester Alcoholism Rehabilitation Center, Inc. (Farnum Center).

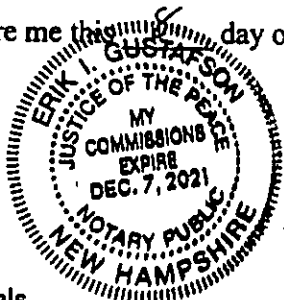
3. I further certify that EWIN TREANDR is the CFO of Easter Seals New Hampshire, Inc., and all its subsidiaries, and is still qualified and serving in such capacity.

4. The foregoing resolution has not been amended or revoked and remains in full force and effect as of 8/8/2018.

Betty Burke
Assistant Secretary

The foregoing instrument was acknowledged before me this 8 day of August 2018.

92 J
Notary Public







ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of a meeting of the Board of Directors of The Homemakers Health Services on May 3, 2016 which was duly called and at which a quorum was present:

On motion duly made and seconded, it was voted "to authorize the President or in his/her absence the Vice-President of the Board of Directors of The Homemakers Health Services, to accept grants and awards and enter into contracts, and contract amendments from time to time with State and Federal Agencies and/or Departments to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the State and Federal Agencies and/or Departments; this authorization to continue until revoked by vote of this governing board."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Robert C. May is duly elected ~~President~~ Vice President of this corporation and is still qualified and serving in such capacity.

8/9/18  
(Date)

Susan D. Reid  
Secretary

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE  
COUNTY OF STRAFFORD

On Aug 9, 2018, before the undersigned officer personally appeared the person identified in the corporation identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Secretary of the corporation identified in the foregoing certificate, and acknowledged that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

ELAINE L DUNTON  
Notary Public, State of New Hampshire  
My Commission Expires April 11, 2023

Elaine L. Dunton  
Notary  
My Commission Expires: April 11, 2023



14  
mae

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

Franklin VNA & Hospice (Vendor Code 154177)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

The Homemakers Health Services (Vendor Code 154849)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		<b>\$170,696.95</b>	<b>\$72,107.18</b>	<b>\$242,804.13</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		<b>\$1,165,771.05</b>	<b>\$490,118.66</b>	<b>\$1,655,889.71</b>
		<b>Total</b>		<b>\$1,336,468.00</b>	<b>\$562,225.84</b>	<b>\$1,898,693.84</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		<b>\$140,095.00</b>	<b>\$59,567.80</b>	<b>\$199,662.80</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		<b>\$469,420.00</b>	<b>\$199,552.50</b>	<b>\$668,972.50</b>
		<b>Total</b>		<b>\$609,515.00</b>	<b>\$259,120.30</b>	<b>\$868,635.30</b>



New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and The Homemakers Health Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 215 Rochester Hill Road, Rochester, NH 03867-1701.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$713,525.84 from \$1,468,695.68 to read: \$2,182,221.52
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

12-27-17  
Date

The Homemakers Health Services  
Ronald P. Indorf  
Name: Ronald P. Indorf  
Title: Pres., Board of Directors

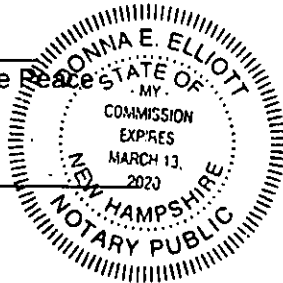
Acknowledgement of Contractor's signature:

State of New Hampshire County of Strafford on 12/27/17, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Donna E. Elliott  
Signature of Notary Public or ~~Justice of the Peace~~

Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_





**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/18

Name: [Signature]  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	40,360	\$9.58	\$386,648.80
In Home Care Services (Title III)	1/2 Hour	2,761	\$9.58	\$26,450.38
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	450	\$12.50	\$5,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	37	\$24.50	\$906.50

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	80,719	\$10.06	\$812,033.14
In Home Care Services (Title III)	1/2 Hour	5,521	\$10.06	\$55,541.26
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$13.13	\$11,817.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$25.73	\$1,904.02

07/01/2018 through 06/30/2019 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	80,719	\$10.06	\$812,033.14
In Home Care Services (Title III)	1/2 Hour	5,521	\$10.06	\$55,541.26
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$13.13	\$11,817.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$25.73	\$1,904.02

Contractor Initials:     RJ    

Date: 12-27-17



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*RPJ*



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Handwritten initials in black ink, appearing to be "JH" or similar.



Attachment A – Amendment #1

ATTESTATION

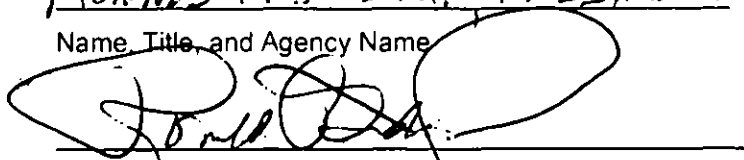
For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

RONALD P. JUDGE PRESIDENT OF BOARD OF DIRECTORS

Name, Title, and Agency Name

HOMEMAKER HEALTH SERVICES



Signature

12-27-17

Date



16 Mar

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

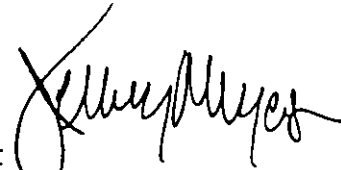
Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-10)


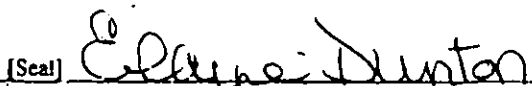


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

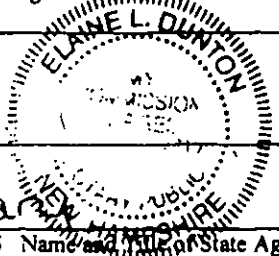
**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Homemakers Health Services		1.4 Contractor Address 215 Rochester Hill Road Rochester, NH 03867-1701	
1.5 Contractor Phone Number 603-335-1770 x111	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$1,468,695.68
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Susan R. J., President Board of Directors	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Strafford</u> On <u>Dec. 6, 2018</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace 			
1.13.2 Name and Title of Notary or Justice of the Peace Elaine Dunton - Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/7/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			



**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. **HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. **SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. **SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date

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12/6/10

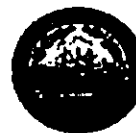


**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Strafford County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

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1.6. For the purposes of this contract, Quarterly is defined as the time period from:

- 1.6.1. July 1 to September 30.
- 1.6.2. October 1 to December 31.
- 1.6.3. January 1 to March 31.
- 1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.

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- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her

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medicines, as stated on the prescription bottle.

2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.

2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.

2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.

2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.

2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:

2.1.2.1. Receive referrals from an individual's health care provider(s).

2.1.2.2. Perform evaluations of individuals' medical needs.

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- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

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**2.2.1. Access to Services**

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
  - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
  - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5





- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

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*[Handwritten Date: 12/16/16]*



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

- 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
- 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
- 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

*ME*  
Date *12/16/16*

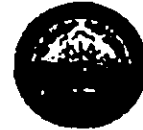


- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those

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*[Handwritten Date: 12/6/16]*



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

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- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer

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working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

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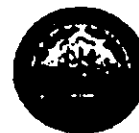


- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

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2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they may be transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

#### 2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

### 3. Staffing

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

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fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

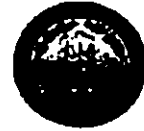
#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.

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- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

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Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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Exhibit B-1 Rate Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	40,360	\$9.58	\$386,648.80
In Home Care Services (Title III)	1/2 Hour	2,781	\$9.58	\$26,450.38
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	450	\$12.50	\$5,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	37	\$24.50	\$906.50

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	80,719	\$9.58	\$773,288.02
In Home Care Services (Title III)	1/2 Hour	5,521	\$9.58	\$52,891.18
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	900	\$12.50	\$11,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	74	\$24.50	\$1,813.00

07/01/2018 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	20,180	\$9.58	\$193,324.40
In Home Care Services (Title III)	1/2 Hour	1,380	\$9.58	\$13,220.40
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	225	\$12.50	\$2,812.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	18	\$24.50	\$441.00

Contractor Initials: *ML*

Date: *12/6/16*



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

*[Handwritten Signature]*  
Date *12/6/16*



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*ML*  
*12/16/16*



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*MM*  
Date *12/16/00*

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

12/16/16  
Date

Susan Reid Mill  
Name:  
Title: President



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12/6/16  
Date

Susan Reid  
Name:  
Title: President



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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12/16/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12/16/16  
Date

Susan Reid  
Name:  
Title: President



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

Date



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12/6/16  
Date

Sum Reid  
Name:  
Title: President

Exhibit G

Contractor Initials

SR

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date 12/6/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12/6/16  
Date

Susan Reid  
Name:  
Title: President

Contractor Initials SR  
Date 12/6/16



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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*12/16/16*



Exhibit I

- i. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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*12/6/14*



Exhibit I

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Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

3/2014

Contractor Initials

*ML*

Date

12/6/10



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*AK*

*12/4/16*



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) l, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
*Maura Ryan*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
*Mauriceen Ryan*  
 \_\_\_\_\_  
 Name of Authorized Representative  
*Director, OHS*  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date *12/7/16*

*Susan Reed for The Homemakers Health Services*  
 \_\_\_\_\_  
 Name of the Contractor  
*M. Reed*  
 \_\_\_\_\_  
 Signature of Authorized Representative  
*Susan Reed*  
 \_\_\_\_\_  
 Name of Authorized Representative  
*President Board of Directors*  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date *12/6/16*





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12/16/10  
Date

Susan Reid  
Name: President  
Title:



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 197 260375
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Franklin VNA & Hospice (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 75 Chestnut Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$240,034.08.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

5-7-2019  
Date

Deborah D. Schertz  
Name: Deborah D. Schertz  
Title: Director, Division Long Term Support and Services

Franklin VNA & Hospice

4/30/19  
Date

Tabitha Dowd  
Name: Tabitha Dowd  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire, County of Merrimack on 4-30-19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Marina C. Sumner  
Signature of Notary Public or Justice of the Peace

Marina C. Sumner  
Name and Title of Notary or Justice of the Peace

Marina C Sumner  
Notary Public  
New Hampshire  
My Commission Expires 04/05/22

My Commission Expires: 4-5-2022

Marina C. Sumner

**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

*Nathan J. Smith*  
Name: *Nathan J. Smith*  
Title: *Sr. Asst. Atty General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

*[Handwritten Signature]*  
4/30/19

**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Franklin VNA &amp; Hospice Adult In-Home Care</b>
--

01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	3,095	\$9.58	\$ 29,650.10
Title IIIB In Home Services	1/2 Hour	337	\$9.58	\$ 3,228.46
Title IIIB Home Health Aide	1/2 Hour	0	\$12.50	\$ -
Title IIIB Nursing	1/2 Hour	0	\$24.50	\$ -

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,190	\$10.06	\$ 62,271.40
Title IIIB In Home Services	1/2 Hour	674	\$10.06	\$ 6,780.44
Title IIIB Home Health Aide	1/2 Hour	0	\$13.13	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,190	\$10.06	\$ 62,271.40
Title IIIB In Home Services	1/2 Hour	674	\$10.06	\$ 6,780.44
Title IIIB Home Health Aide	1/2 Hour	0	\$13.13	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2019 through 06/30/2020 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	5,189	\$12.00	\$ 62,271.40
Title IIIB In Home Services	1/2 Hour	565	\$12.00	\$ 6,780.44
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials:       
 Date: 4/30/19

# New Hampshire Department of Health and Human Services

## Exhibit K

### DHHS Information Security Requirements



#### A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

*[Handwritten Signature]*  
4/30/19



DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

*[Handwritten Signature]*  
*[Handwritten Date]* 4/30/19



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open

*[Handwritten Signature]*  
*[Handwritten Date: 4/30/19]*



- wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.
9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
  10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
  11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

*TD*  
*4/30/19*

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

YD  
4/20/19

**New Hampshire Department of Health and Human Services**

**Exhibit K**

**DHHS Information Security Requirements**



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

10  
4/30/19

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*[Handwritten Signature]*  
*[Handwritten Date: 4/30/19]*

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*PO*

*4/30/19*



# State of New Hampshire

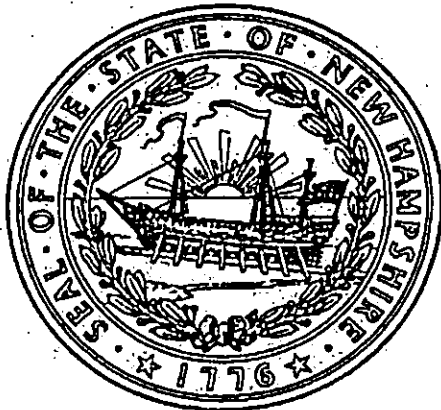
## Department of State

### CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that THE VISITING NURSE ASSOCIATION OF FRANKLIN is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 13, 1944. 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: 65719

Certificate Number : 0004494556



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 10th day of April A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

1. Oscar Gala Grano, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of Franklin VNA & Hospice  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 04/30/2019:  
(Date)


**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The forgoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 30th day of April, 2019.  
(Date Contract Signed)

4. Tabitha Dowd is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

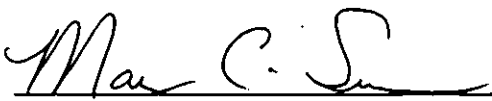
  
\_\_\_\_\_  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Merrimack

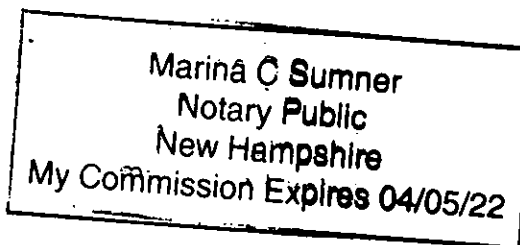
The forgoing instrument was acknowledged before me this 1st day of May, 2019.

By Oscar Gala Grano  
(Name of Elected Officer of the Agency)

  
\_\_\_\_\_  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 4-5-2022





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
01/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> FIAM/Cross Insurance 1100 Elm Street  Manchester NH 03101	<b>CONTACT NAME:</b> Gail Shaw <b>PHONE (A/C No. Ext):</b> (603) 659-3218 <b>FAX (A/C No.):</b> (603) 645-4331 <b>E-MAIL ADDRESS:</b> gshaw@crossagency.com
<b>INSURED</b> Visiting Nurse Association of Franklin, DBA: Franklin VNA & Hospice 75 Chestnut Street  Franklin NH 03235	<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: American Alternative Ins Corp INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:


COVERAGES CERTIFICATE NUMBER: 2019-2020 MASTER REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDC	SUBR	INSR	WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:					HG-3054896-06	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,000,000 GENERAL AGGREGATE \$ 4,000,000 PRODUCTS - COMP/OP AGG \$ 4,000,000 Employee Benefits \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY					HA-1050634-03	01/01/2019	01/01/2020	BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					HX-5350617-06	01/01/2019	01/01/2020	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below				N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	PROFESSIONAL LIABILITY					HM-2700342-06	01/01/2019	01/01/2020	Limit each claim \$2,000,000 Aggregate Limit \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER CANCELLATION

Department of Health and Human Services Bureau of Contracts & 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
--	---

Client#: 1038555

VNAFRA

ACORD™

## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/06/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME:	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
INSURED VNA of Franklin 75 Chestnut Street Franklin, NH 03235	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Technology Insurance Company, Inc.	NAIC # 42376
	INSURER B:	
	INSURER C:	
	INSURER D:	
INSURER E:		
INSURER F:		

## COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$		
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$		
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$		
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	TWC3730510	07/01/2018	07/01/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER:	E.I. EACH ACCIDENT \$500,000 E.I. DISEASE - EA EMPLOYEE \$500,000 E.I. DISEASE - POLICY LIMIT \$500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*Workers Compensation\*\*\* 3.A. NH

RE: Evidence of Insurance

## CERTIFICATE HOLDER

## CANCELLATION

Bureau of Contracts & Procurement  
Department of Health and;  
Human Services  
129 Pleasant Street  
Concord, NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

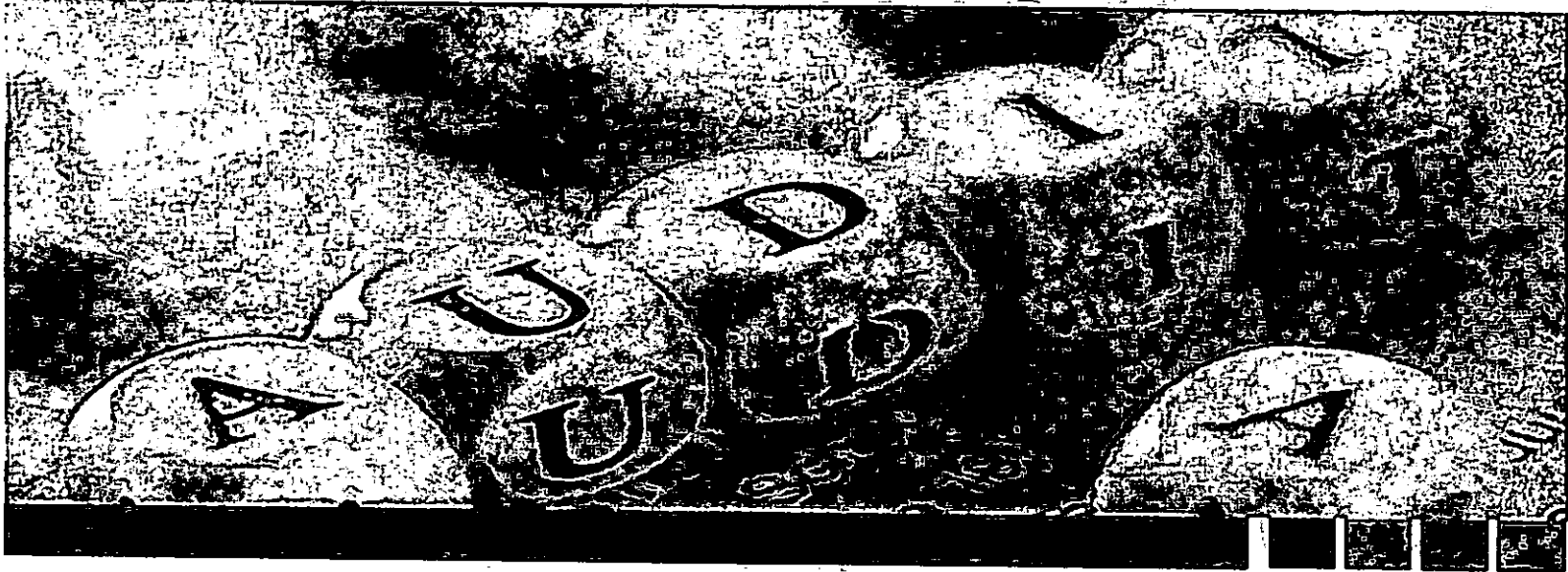


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## **MISSION STATEMENT**

The mission of the Visiting Nurse Association of Franklin is to provide quality home health care, hospice care, and education to individuals and families in our communities so that they may reach their highest level of independence.



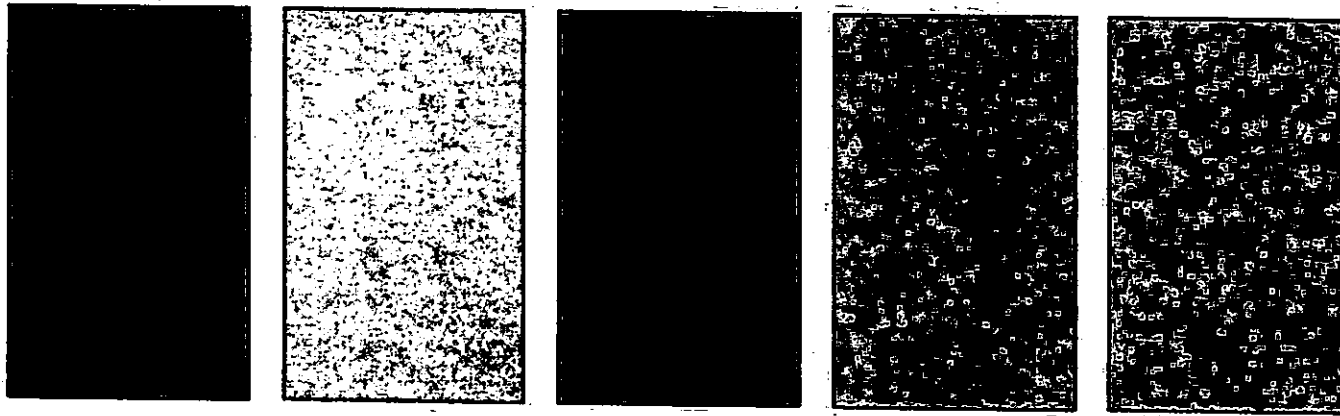
*Franklin*   
*VNA & Hospice*

**EXECUTIVE SUMMARY  
DECEMBER 31, 2018**

This report is intended solely for the information and use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.

**GAIN CONTROL**

[berrydunn.com](http://berrydunn.com)



# Audit Results



Required  
Auditor  
Communications

Our audit opinion on  
the financial  
statements was  
**unmodified.**

## INDEPENDENT AUDITOR'S REPORT

### MANAGEMENT'S RESPONSIBILITY

- The preparation and fair presentation of the financial statements is management's responsibility.
- Design, implementation and maintenance of internal controls over financial reporting
- Selection and use of appropriate accounting policies.

### OUR RESPONSIBILITY

- To express an opinion on the financial statements in conformity with U.S. Generally Accepted Accounting Principles
- To obtain reasonable (not absolute) assurance that the financial statements are free from material misstatement.
- Examine, on a test basis, evidence supporting amounts and disclosures in the financial statements
- Select audit procedures based on our assessment of risk of material misstatement.
- Consider internal control to design our procedures



Required  
Auditor  
Communications

**KEY HIGHLIGHTS**

- **One new accounting policy adopted** - Accounting Standards Update No. 2016-14, Presentation of Financial Statements of Not-for-Profit Entities (Topic 958).
- There were **two significant audit adjustments**
  - *IT costs improperly capitalized of approx \$60K*
  - *Understatement of accrued payroll of approx \$30K*
- The basis for significant estimates used by management are **reasonable**.

Required  
Auditor  
Communications

Two material weaknesses  
in internal control were  
identified as part of our  
testing and audit  
procedures.

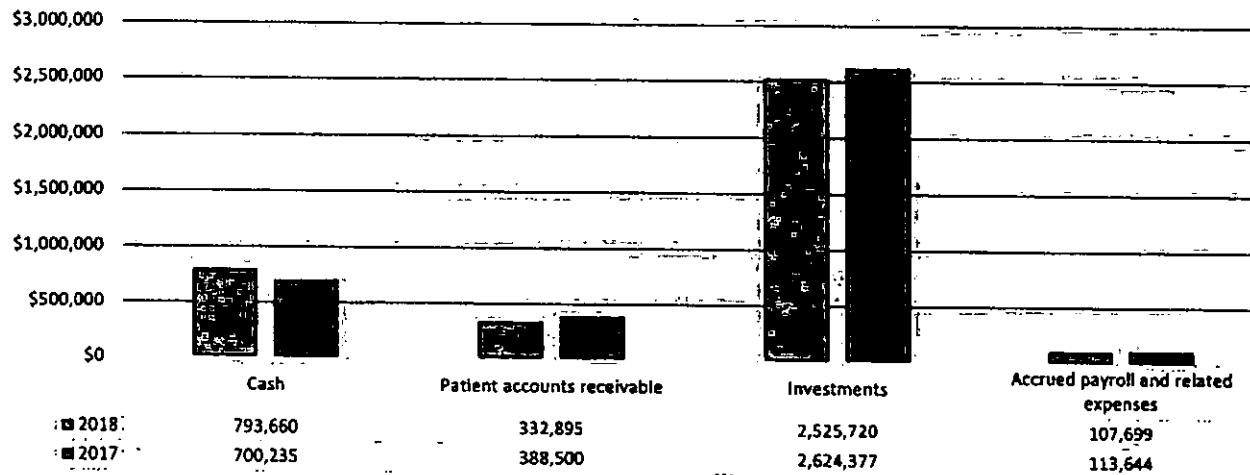
**INTERNAL CONTROL CONSIDERATION**

- We considered internal control over financial reporting to design our audit procedures for the purpose of expressing an opinion on the financial statements
- We do not express an opinion on the effectiveness of internal control
- Our procedures are not designed to identify all deficiencies in internal control that might be a control deficiency, a significant deficiency or a material weakness; therefore there can be no assurance that all deficiencies have been identified

**MATERIAL WEAKNESSES**

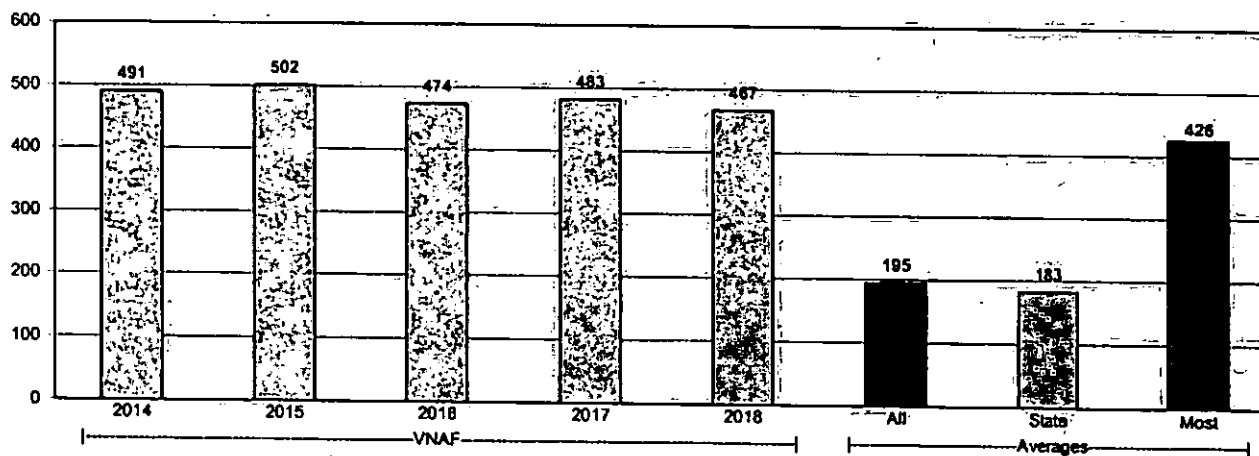
- Capitalization of fixed assets
- Payroll Accruals

### Balance Sheets

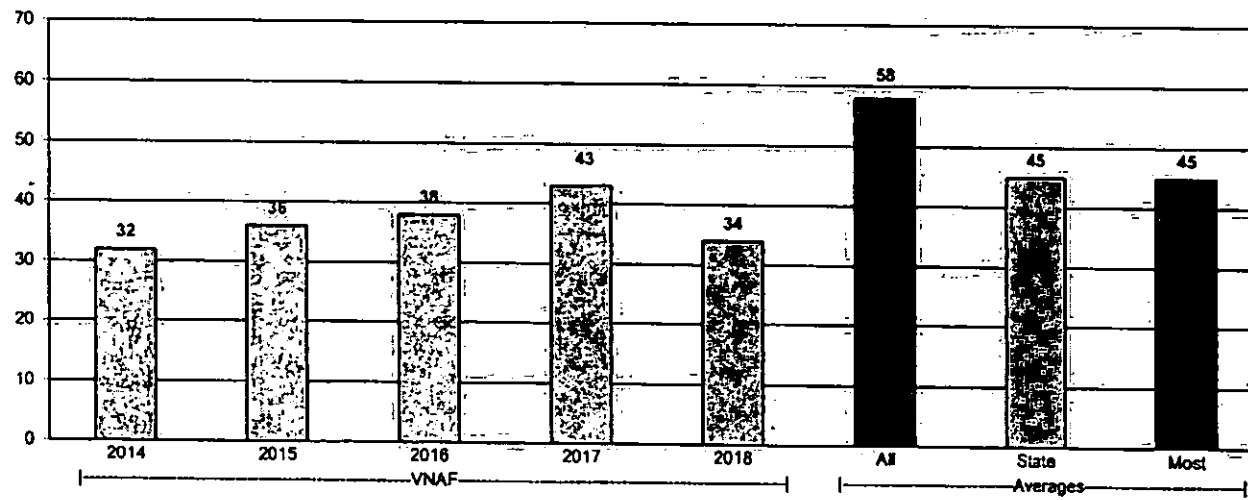


- Patient accounts receivable decreased \$56K – Volume increased near year end which was offset by a decrease in the aged receivables 31 days and older. Part of the decrease was attributable to \$50k of ADR's that were settled as a part of the low volume appeals settlement or written off.
- Investments decreased \$99K – No deposits or withdrawals.

**Days Expense in Operating Cash and Cash  
Equivalents and Investments (Including Assets  
Limited as to Use)**



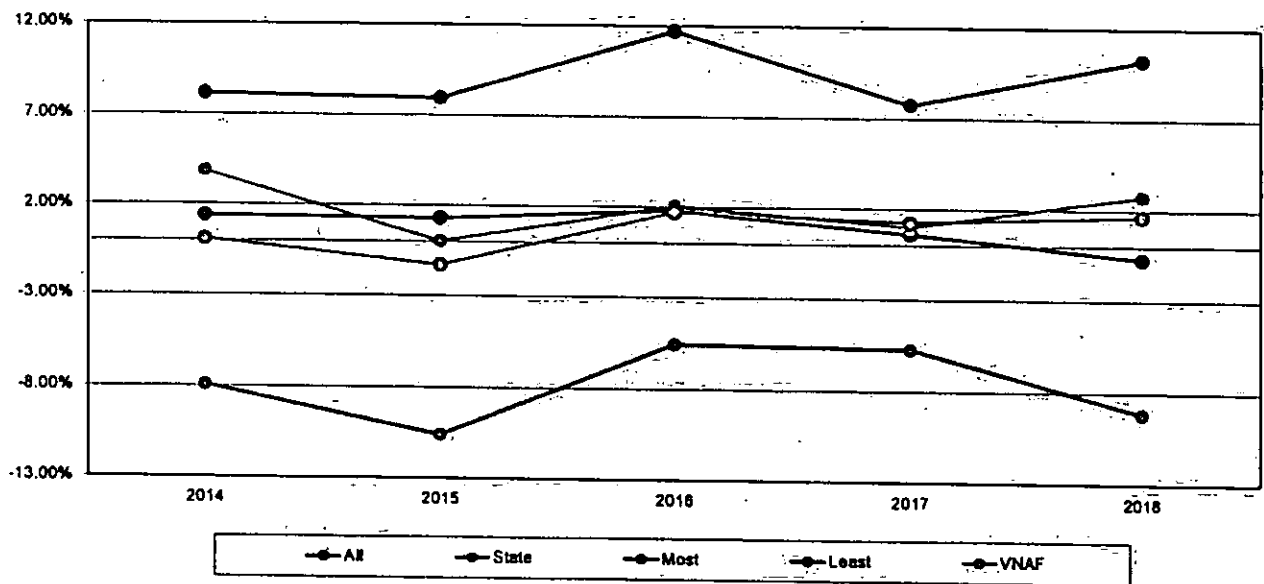
### Days Revenue in Accounts Receivable



## Statements of Operations

			Change	
	2018	2017	Amount	%
Operating revenue				
Patient service revenue	\$ 2,465,780	\$ 2,350,590	\$ 115,190	
Provision for bad debts	(12,000)	(12,000)		
Net patient service revenue	2,453,780	2,338,590	115,190	
Other operating revenue	131,735	157,690	(25,955)	
Total operating revenue	<u>2,585,515</u>	<u>2,496,280</u>	<u>89,235</u>	3.57%
Operating expenses				
Salaries and benefits	1,910,016	2,057,427	(147,411)	
Other operating expenses	649,672	433,296	216,376	
Depreciation and amortization	33,265	23,560	9,705	
Total operating expenses	<u>2,592,953</u>	<u>2,514,283</u>	<u>78,670</u>	3.13%
Operating loss	(7,438)	(18,003)	10,565	-58.68%
Other revenue and gains (losses)				
Investment income	37,465	37,725	(260)	
Contributions	13,128	12,762	366	
Change in fair value of investments	(111,553)	236,894	(348,447)	
Total other revenue and gains (losses)	<u>(60,960)</u>	<u>287,381</u>	<u>(348,341)</u>	
(Deficit) Excess of revenues over expenses	<u>\$ (68,398)</u>	<u>\$ 269,378</u>	<u>\$ (337,776)</u>	-125.39%

**Excess of Revenue over Expenses as a Percentage of Operating Revenue (Excluding Investment Activity)**





## Highlighted Footnote Disclosures

- Significant accounting policies (Note 1)
  - Basis of Presentation
  - Use of Estimates
  - Allowance for Uncollectible Accounts
  - Recently Issued Accounting Pronouncement
- Investments (Note 2)
- Patient Service Revenue and Concentrations of Risk (Notes 4 & 8)
- Functional Expenses (Note 5)
- Availability and Liquidity (Note 6)



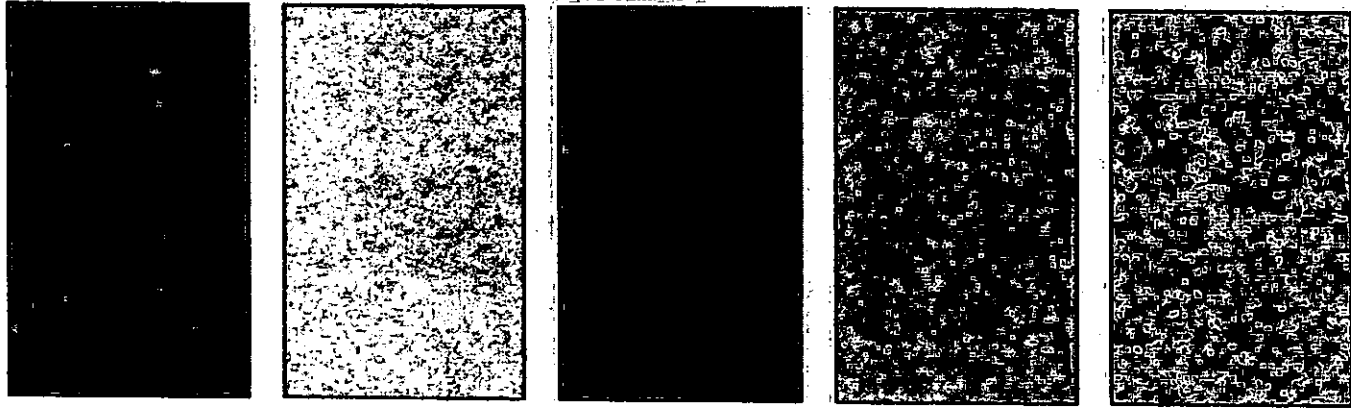
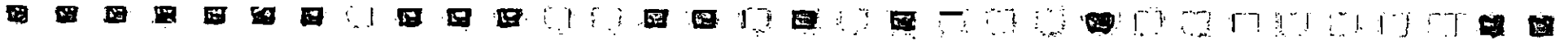
  


## Emerging Issues

- Finalized Implementation of PDGM
- Targeted Probe and Educate
- ASB ASU 2018-08 – Not-for-Profit Entities (Topic 958), *Clarifying the Scope and the Accounting Guidance for Contributions Received and Contributions Made* (effective for the year ending December 31, 2020)
- Exempt Organizations and the New Tax Act
- IRS Work Plan

### **REMINDER OF UPCOMING PRONOUNCEMENTS**

- FASB ASU 2016-02 – *Leases* (effective for the year ending December 31, 2020)



## Operating Metrics



Hospice is the leading industry source of profit margins

Schedule of Operations By Program  
For the Year Ended December 31, 2018

	<u>Home Care</u>	<u>Hospice Visiting</u>	<u>Other</u>	<u>Total</u>
Operating Revenue	\$ 1,686,987	\$ 710,768	\$ 187,760	\$ 2,585,515
Direct Expenses	<u>900,417</u>	<u>279,826</u>	<u>88,394</u>	<u>1,268,638</u>
GROSS MARGIN	786,570	430,942	99,366	1,316,877
Indirect Expenses	<u>1,002,499</u>	<u>223,425</u>	<u>98,416</u>	<u>1,324,340</u>
SURPLUS (LOSS) FROM OPERATIONS	<u>\$ (215,929)</u>	<u>\$ 207,516</u>	<u>\$ 950</u>	<u>\$ (7,463)</u>
For the Year Ended June 30, 2017	\$ (81,948)	\$ 76,454	\$ (12,509)	\$ (18,003)

~~Medicare PPS profits are subsidizing other losses~~

Schedule of Home Care Profit and Loss by Funding Source

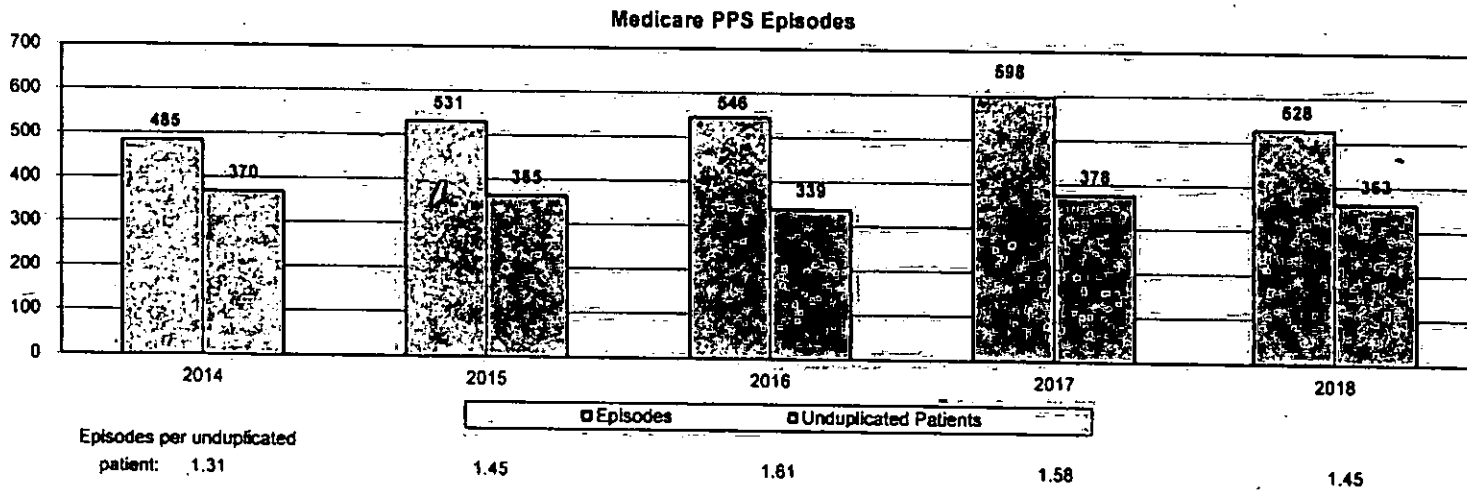
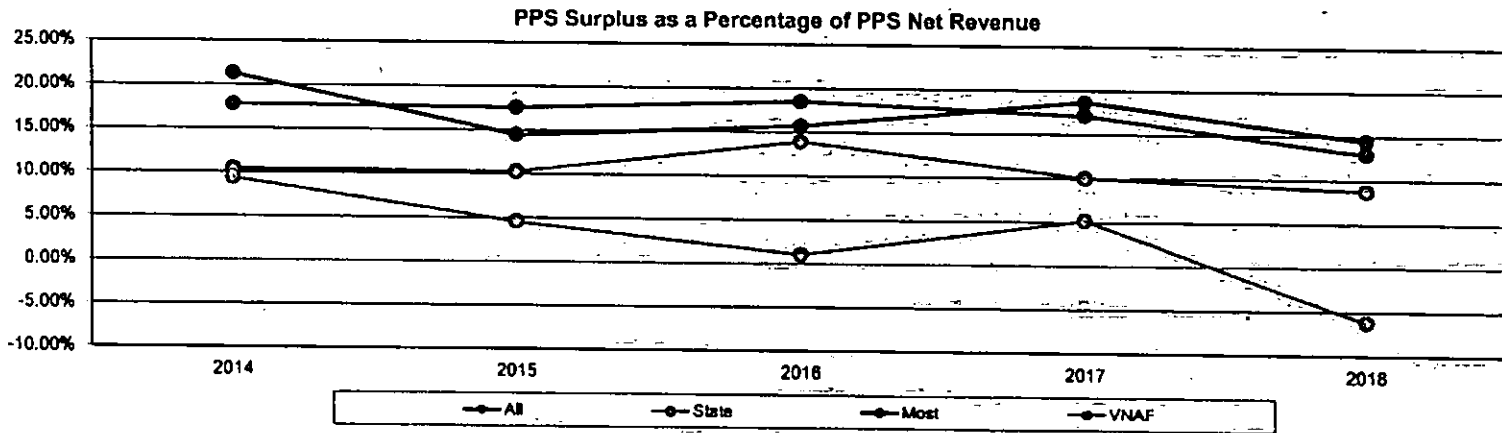
For the Year Ended December 31, 2018

	Revenue	Direct Cost	Gross Margin	Indirect Cost	Profit/Loss	Gross Margin	Return on Revenue
Home Care							
Medicare	\$ 1,482,356	\$ 744,931	\$ 737,425	\$ 829,384	\$ (91,959)	49.75%	-6.20%
Medicaid	39,894	50,201	(10,307)	55,892	(66,199)	-25.84%	-165.94%
Other third-party payers and private pay	176,737	103,541	73,196	115,280	(42,084)	41.42%	-23.81%
Bad debt expense	(12,000)	1,744	(13,744)	1,943	(15,687)		
<b>Total Home Care</b>	<b>\$ 1,686,987</b>	<b>\$ 900,417</b>	<b>\$ 786,570</b>	<b>\$ 1,002,499</b>	<b>\$ (215,929)</b>	<b>46.63%</b>	<b>-12.80%</b>

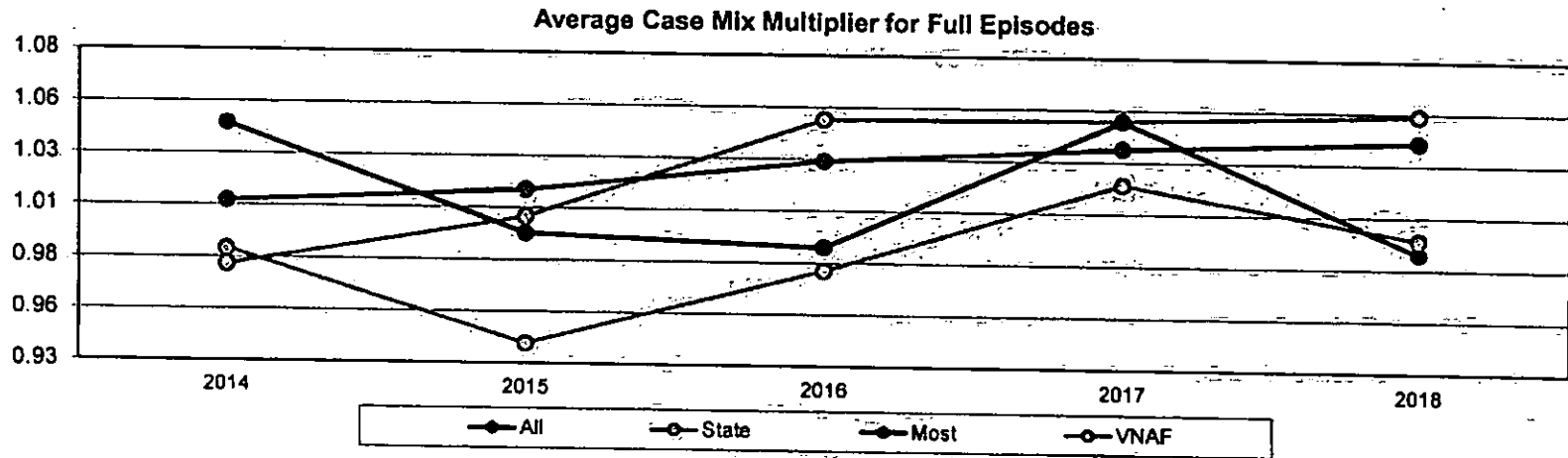
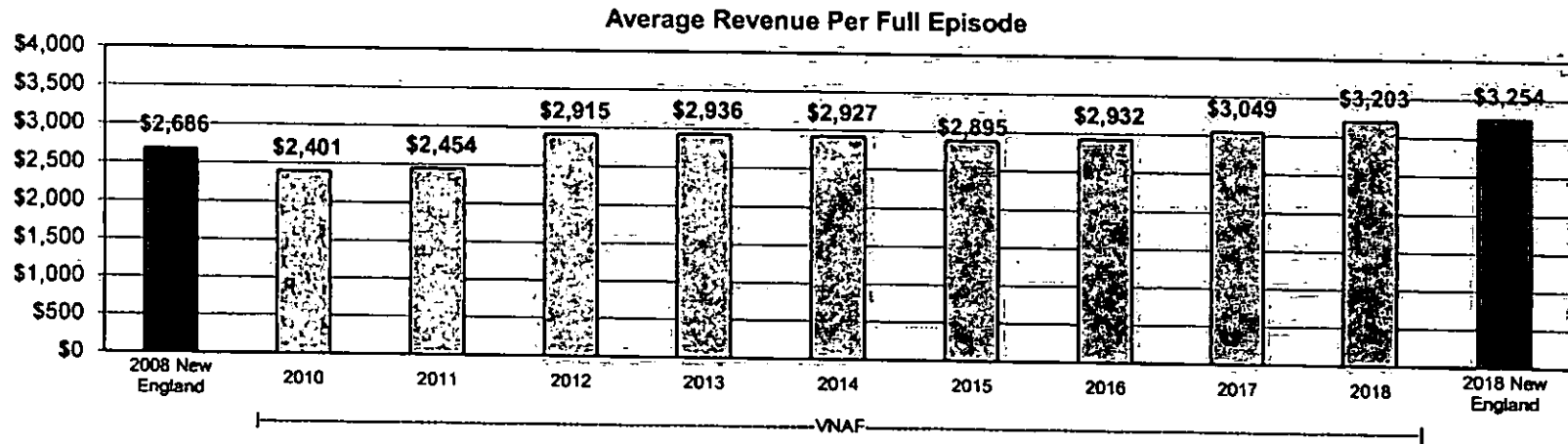
For the Year Ended December 31, 2017

	Revenue	Direct Cost	Gross Margin	Indirect Cost	Profit/Loss	Gross Margin	Return on Revenue
Home Care							
Medicare	\$ 1,630,004	\$ 766,307	\$ 863,697	\$ 778,495	\$ 85,202	52.99%	5.23%
Medicaid	77,720	79,937	(2,217)	81,209	(83,426)	-2.85%	-107.34%
Other third-party payers and private pay	147,349	108,673	38,676	110,400	(71,724)	26.25%	-48.68%
Bad debt expense	(12,000)	-	(12,000)	-	(12,000)		
<b>Total Home Care</b>	<b>\$ 1,843,073</b>	<b>\$ 954,917</b>	<b>\$ 888,156</b>	<b>\$ 970,104</b>	<b>\$ (81,948)</b>	<b>48.19%</b>	<b>-4.45%</b>

Above average Medicare PPS surplus is no longer a key differentiator of the most profitable VNAs

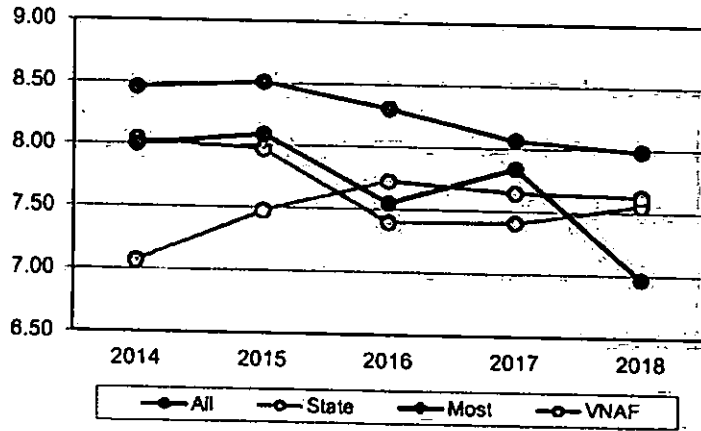


PPS Revenue Trends

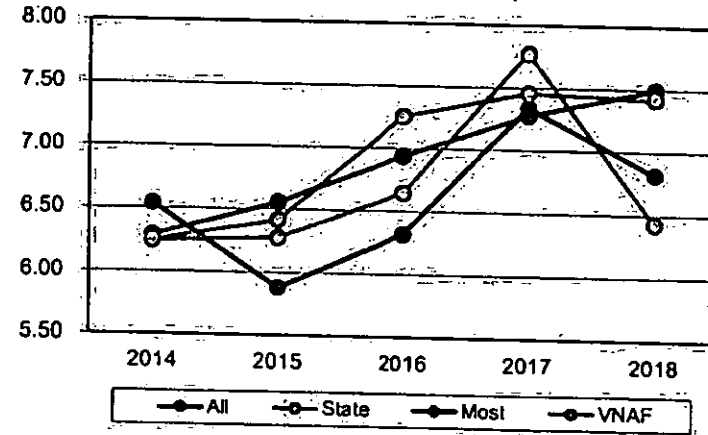


Medicare PPS Visits Per Episode

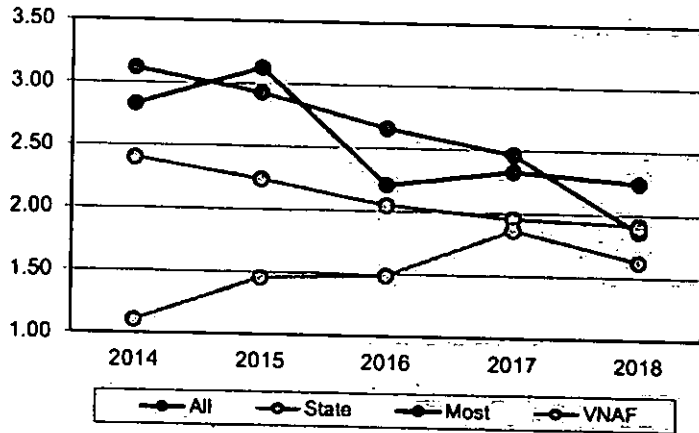
Nursing Visits Per Full Episode



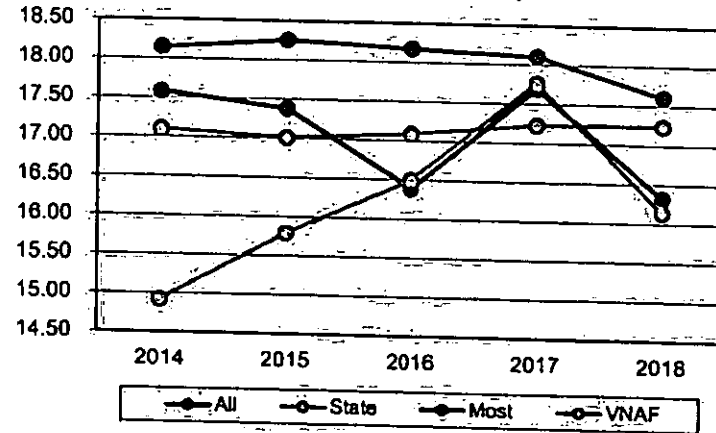
Therapy Visits Per Full Episode



Aide Visits Per Full Episode

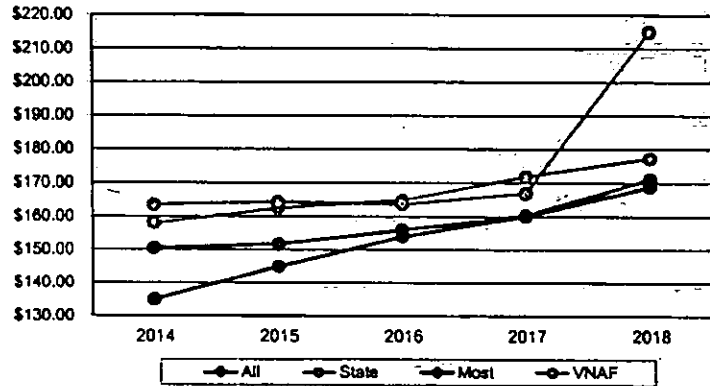


Total Visits Per Full Episode

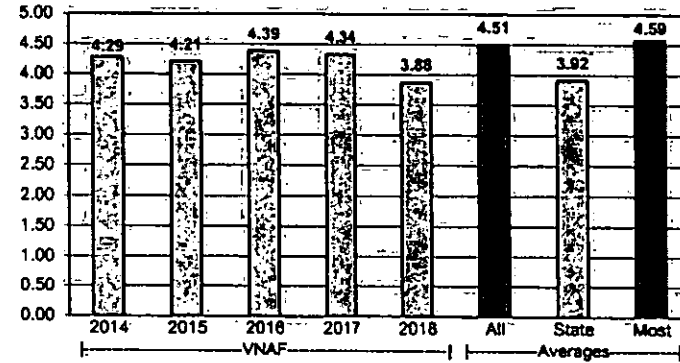


Home Care Operational Costs

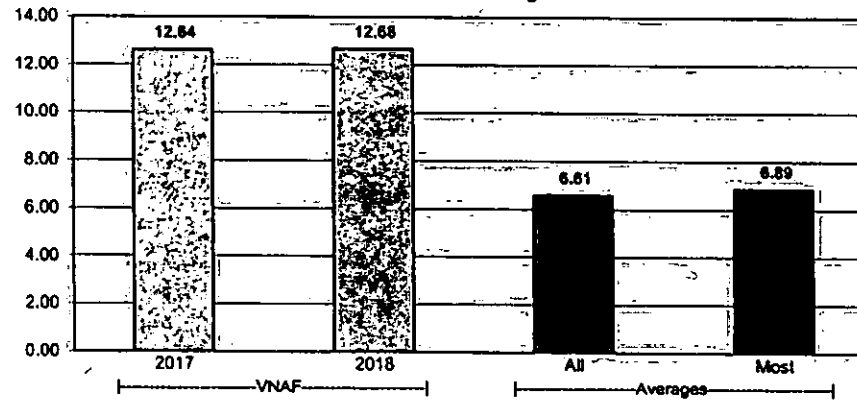
Skilled Nursing Care Visit Cost



Skilled Nursing Care Productivity



Administrative Staffing FTEs

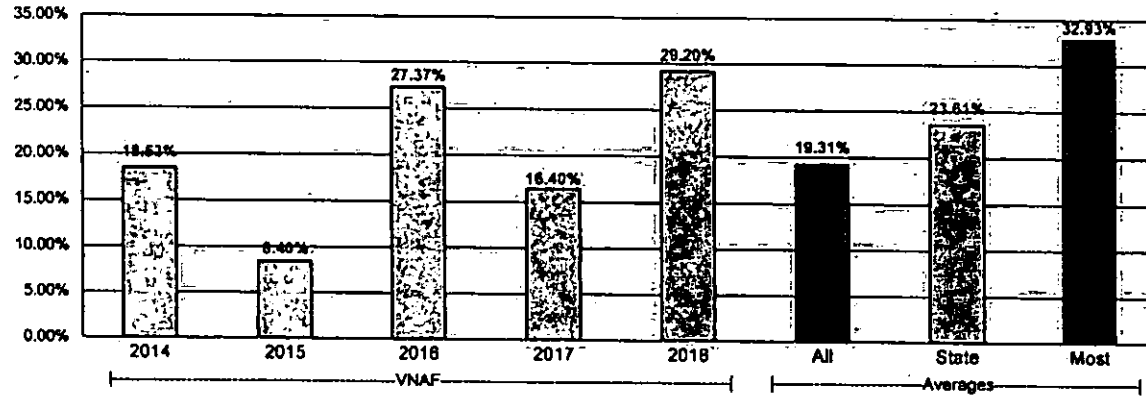


\* Weighted average FTEs adjusted to be comparable to The Visiting Nurse Association of Franklin D/B/A Franklin Visiting Nurse Association & Hospice level of home health and hospice visits.

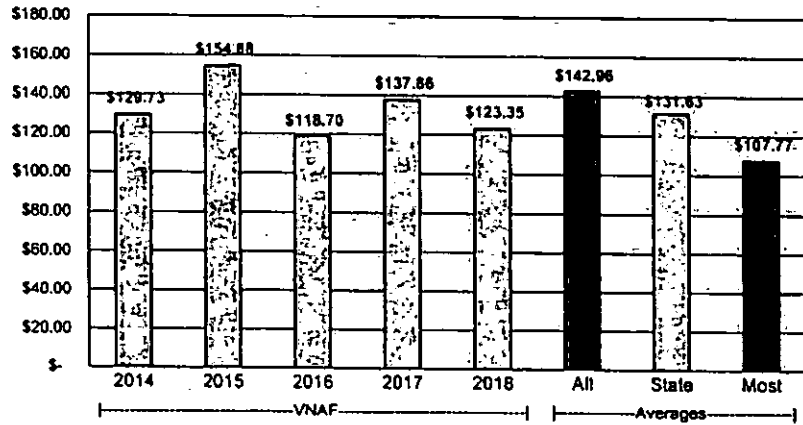


Hospice profit percentage is critical to long-term success

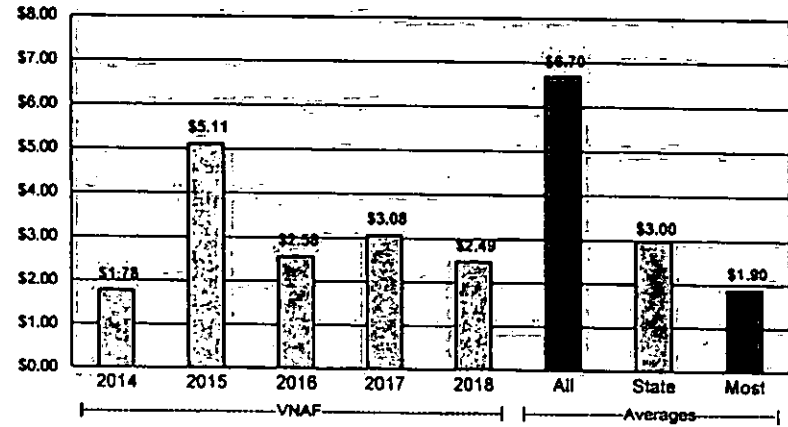
Hospice Surplus (Deficit) Excluding Contributions



Cost Per Routine Day

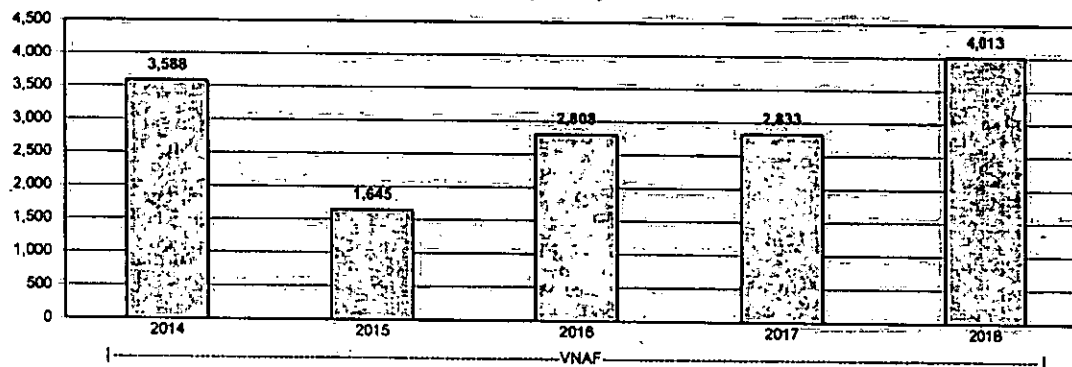


Contributions Per Day

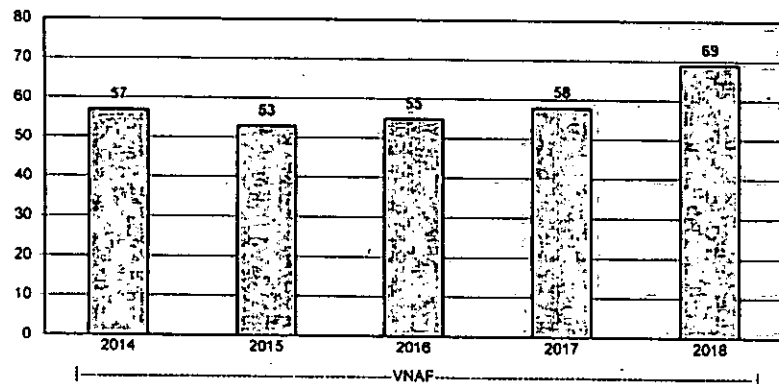


### Hospice Operational Indicators

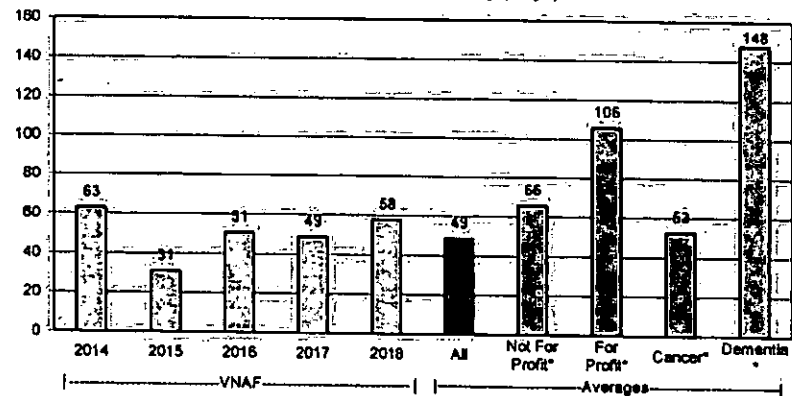
#### Hospice Days



#### Hospice Admissions (Patients)

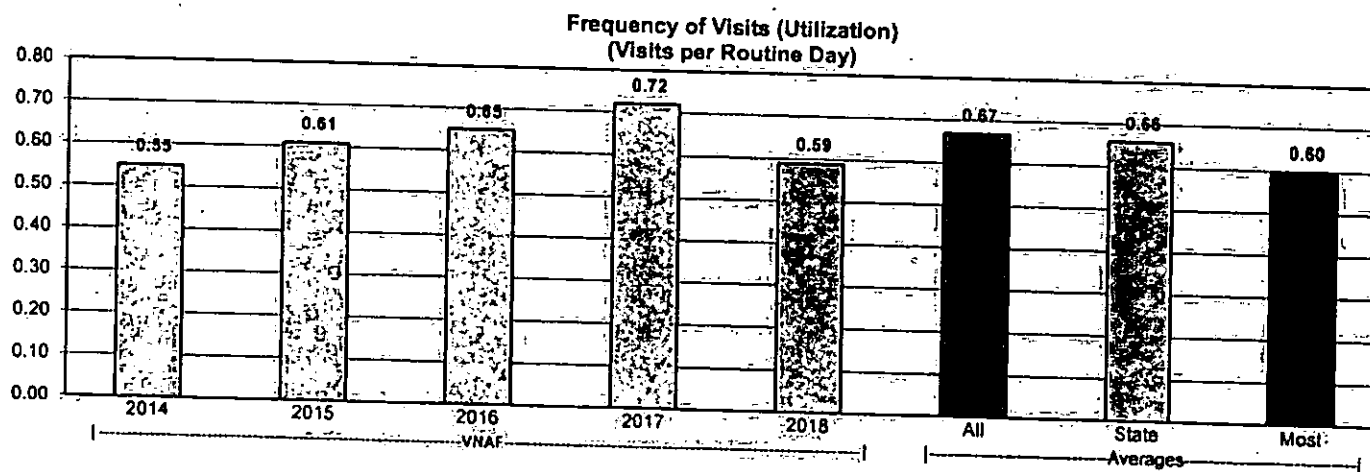
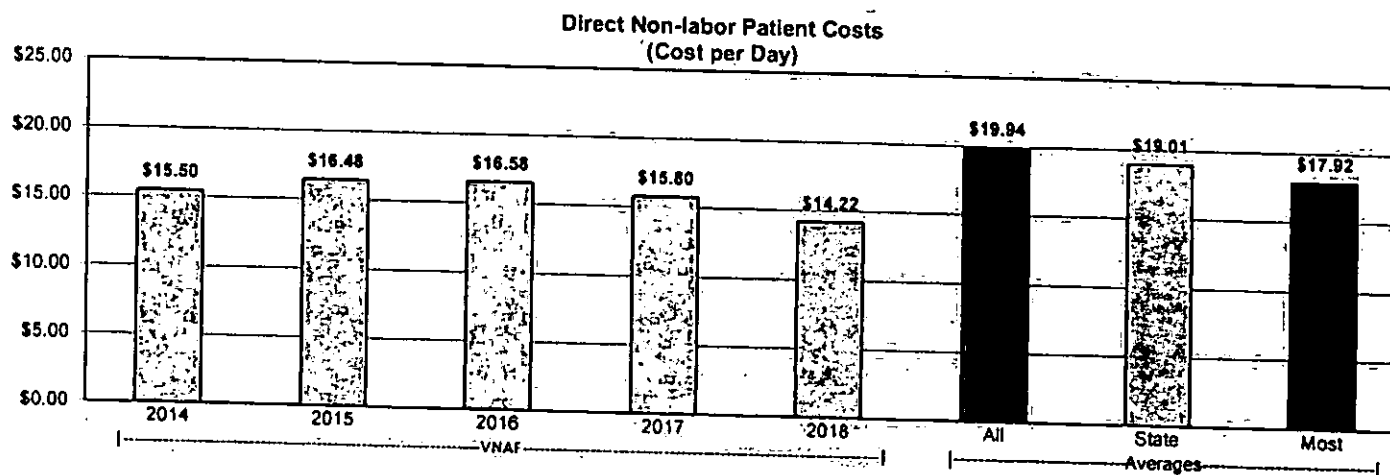


#### Hospice Length of Stay (Days)



\* Source for national averages - MedPAC 2018 Report to Congress - 2016 base year results

Hospice Operational Indicators



*Manage Today, Plan for Tomorrow*

### **Global Objectives**

- Access to Medicare referrals
- Minimize managed care losses

### **Global Strategies**

- Revenue enhancement
- Operational efficiencies
- Data analytics



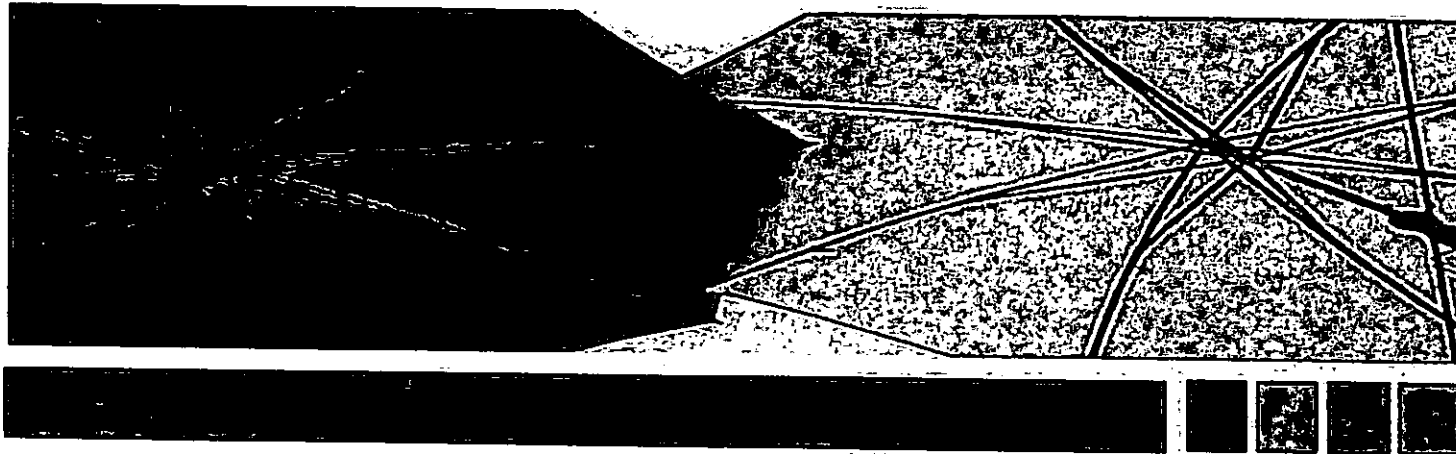
## Summary VNAF Observations

### Strengths

- Hospice surplus percentage
- Home care - Medicare percentage
- Strong balance sheet

### Opportunities

- Cost monitoring - indirect primarily
- Maintain medicare volume/revenue
- PDGM preparation



**Tammy Michaud, CPA**  
Principal  
603.518.2601  
tmichaud@berrydunn.com

**Brad Borbidge, CPA**  
Principal  
603.518.2676  
bborbidge@berrydunn.com

**Frank O'Connor, CPA**  
Senior  
603.518.2609  
foconnor@berrydunn.com

*This report/communication is intended solely for the information and use of the Board of Directors and management and is not intended to be, and should not be, used by anyone other than these specified parties.*

*Franklin*   
**VNA & Hospice**

75 Chestnut Street, Franklin, NH 03235

Phone: 603-934-3454

Fax: 603-934-2222 Referral Fax: 603-934-1234

**BOARD OF DIRECTORS 4/2018 – 4/2019**

<b>NAME</b>	<b>PHONE</b>	<b>E-MAIL</b>	<b>EXPERTISE</b>	<b>TERM</b>
<b><u>PRESIDENT</u></b> Robert Morin				Apr 2016-Apr 2019
<b><u>VICE PRESIDENT</u></b> Cheri Caruso				Apr 2013-Apr 2016 Apr 2016-Apr 2019
<b><u>TREASURER</u></b> Oscar Gala Grano				Apr 2016-Apr 2019
<b><u>SECRETARY</u></b> Susan Kubat				Apr 2016-Apr 2019
Sally Becker				Apr 2015-Apr 2018 Apr 2018-Apr 2021
Karen Grzelak				Apr 2013-Apr 2016 Apr 2016-Apr 2019
Judy Elliott				Apr 2016-Apr 2019
Jon Jones				Apr 2015-Apr 2018 Apr 2018-Apr 2021
Nancy Tryon				Sep 2018-Sep 2021
Kathleen "Kitty" Kidder				Oct.2018-Oct. 2021
John Lard				First Term Dates Jan.2019 – Jan.2022
Christopher Seufert, Esq.				Jan.2019 – Jan.2022

**Tabitha Dowd, MSN RN**

Director of Quality, Education & PS – VNA of Manchester & Southern NH – Elliot Health System  
Manchester, NH  
(603)344-6793

**HIGHLIGHTS OF QUALIFICATIONS:**

Data Analytics, Business Development, Staff Development, Process Improvement, Industry Knowledge, Regulatory Acumen

**PROFESSIONAL EXPERIENCE:**

Oct. 2018- Present      FRANKLIN VNA & HOSPICE  
Franklin, NH  
Executive Director

June 2013- Oct. 2018    VNA OF MANCHESTER & SOUTHERN NH – ELLIOTT HEALTH SYSTEMS  
Manchester, NH  
Director of Quality, Education & PS

Oct. 2012- May 2013    CORE PHYSICIANS, LLC  
Exeter, NH  
Practice Administrator

Jan. 2009-Oct 2012    UNIVERSITY OF MIAMI HEALTH SYSTEM  
Plantation, FL  
Interim Nurse Manager

Jan. 2009-Oct 2012    MEMORIAL HOSPITAL WEST  
Pembroke Pines, FL  
Telemetry/Neurology RN III



**EDUCATION:**

**FLORIDA ATLANTIC UNIVERSITY**

Davie, FL

Masters of Science in Nursing Administration and Financial Leadership Degree, Accounting

**NOVA SOUTHEASTERN UNIVERSITY**

Davie, FL

Bachelors of Science in Nursing

**BROWARD COLLEGE**

Fort Lauderdale, FL

Associate in Nursing

**CERTIFICATIONS/LICENSES:**

Registered Nurse (RN)

Lean Six Sigma Green Belt

**MEMBERSHIPS & ASSOCIATIONS:**

Homecare Technology Association of America (NAHC affiliate)

American Organization of Nurse Executives

American Nurses Association

New Hampshire Nurses Association

National Hospice and Palliative Care Organization

National Association for Home Care & Hospice

Sigma Theta Tau International Honor Society of Nursing Iota XI Chapter

# **Barbara Normandin**

## **EMPLOYMENT**

**Franklin VNA & Hospice**

**Franklin, NH**

*Home Care Clinical Manager  
September 2011 - Present*

**InterimHealthcare**

**Manchester, NH**

*TransitionalCare Coordinator  
August 2010 - September 2011*

**Community Health and Hospice, Inc**

**Laconia, NH**

*1995 to 2010  
Registered Nurse Case Manager/Telehealth Coordinator  
May 2009 - August 2010*

*Nursing Program Manager  
August 2002 - May 2009*

*Registered Nurse Case Manager  
February 1995 - July 2002*

**Lakes Region General Healthcare**

**Laconia, NH**

*1992 to 1995*

*Clinical Staff Nurse  
May 1993 - February 1995*

*Licensed Nursing Assistant  
September 1992 - May 1993*

*Student Nurse Extern  
May 1992 - August 1992*

## **EDUCATION**

**NH Technical Institute**

**Concord, NH**

**May 1993**

*Associate Degree in Nursing  
with Honors*

## **LICENSURE**

**Registered Nurse, State of New Hampshire**

**References**

Polly Clough (603) 986-4408

Jane Stewart (603) 455-3743

Kathleen Sherwell (603) 393-5156

CURRICULUM VITAE

September 2016

NAME: Kristin M Jordan  
MAILING ADDRESS: [REDACTED]  
PHONE NUMBER: (207) [REDACTED]  
LICENSE: New Hampshire RN

EDUCATION

Southern New Hampshire University Manchester, NH	Master of Science in Nursing: Quality and Patient Safety Completion May 2016 GPA 3.944
University of Southern Maine Portland, ME	Bachelor of Science in Nursing Minor in Biology Completion May 2011
University of Southern Maine Portland, ME	Bachelor of Arts in Criminology Completion Dec 2003

CERTIFICATIONS AND QUALIFICATIONS:

ACLS Certification (Nov 2012-Present)  
BLS Certification (Oct 2013-Present)  
RN Preceptor for New Hires (Jan 2013 - June 2014)  
Super User - CPOE and PDOC Systems (May 2012 - June 2014)  
Cerner Proficient  
Meditech Proficient  
MS Office and Blackboard proficient  
Women's Council of Realtors (Member, 2006)  
Consumer Lending Certificate (2006)

AFFILIATION AND PROFESSIONAL SOCIETY MEMBERSHIP:

National Society of Leadership and Success, Sigma Alpha Pi Chapter (Member, 2014 - Present)  
Nursing Informatics Committee, Centennial Medical Center (Member, Dec 2012 - June 2014)  
Sigma Theta Tau International Honor Society - Kappa Zeta at large Chapter (Member, May 2011 - Present)  
Hermitage Cub Scout Pack 240 (Treasurer and Committee Member, Summer 2012 - May 2014)  
Partners for Rural International Health Student Organization (President, Academic Year 2010-2011)

University of Southern Maine Student Nurses Association (Secretary, Academic Year 2009-2011)

Southern Maine Alpha Xi Delta Alumnae Association (Founder and President, 2008 - 2011)

Americorp Maine Campus Compact (Service Leader August 2010 - December 2010)

Alpha Xi Delta Fraternity – Epsilon Rho Chapter (Active Member, 2000 – 2003)

Alumnae Relations Chair (Academic Year 2002-2003)

Public Relations Chair (Academic Year 2001-2002)

Academic Chair (Academic Year 2001-2002).

New Member Orientation Chair (Fall 2001)

Marshal (Spring 2001)

Recording Secretary (Fall 2000)

**PROFESSIONAL EXPERIENCE**

HOSPITAL/ COMPANY	LOCATION	DATES	POSITION	HOURS	SIZE
LRGHealthcare	Laconia, NH	Sept 2014 - present	Oncology Staff Nurse	Per Diem 16hrs/wk	132 beds
Belmont University	Nashville, TN	June 2013 - April 2014	Adjunct Clinical Instructor	>20hrs/wk	6-8 students per section
Sarah Cannon Cancer Center - Centennial Medical Center (HCA)	Nashville, TN	Nov 2011 - June 2014	*Medical Surgical Staff Nurse with emphasis on surgical oncology *RN Preceptor *Computerized Physician Order Entry SuperUser	>36hrs/wk full time	657 beds
Broadway Brewhouse	Nashville, TN	Sept 2011 - Sept 2013	Server	>12hrs/wk part time	
Patient Advocates	Gray, ME	June 2011 - Sept 2011	Registered Wellness Nurse	20hrs/wk part time	
Jimmy The Greeks	South Portland, ME	April 2011 - Sept 2011	*Waitstaff *Staff Trainer *Safety Committee Chair	>14hrs/week part time	
The Pampered Chef	Portland, ME	Feb 2010 - July 2011	Independent Consultant	>20hrs/wk part time	

HOSPITAL/ COMPANY	LOCATION	DATES	POSITION	HOURS	SIZE
Maine Medical Center	Portland, ME	Sept 2010 - June 2011	Certified Nursing Assistant (Floor R3)	20hrs/wk part time	637 beds
Maine Medical Center	Portland, ME	June 2010 - August 2010	Student Nurse Geary Co-Op Internship (Floor R3)	>320 hours	637 beds
Mortgage Partners of New England	Scarborough, ME	Oct 2006 - Jan 2010	*Executive Assistant *Loan Officer	>40hrs/wk full time	
Stone Coast Mortgage	Westbrook, ME	May 2006 - Oct 2006	Loan Officer	>32hrs/wk full time	
TruChoice Federal Credit Union	Portland, ME	Jan 2005 - April 2006	Financial Services Representative	40hrs/wk full time	
Espo's Trattoria	Portland, ME	Sept 2003 - Dec 2004	Dining Room General Manager of 2 restaurants	>40hrs/wk full time	

ACADEMIC EXPERIENCE

CLINICAL SITE	LOCATION	DATES	ROTATION	HOURS	HOSPITAL SIZE (BEDS)
Maine Medical Center	Portland, ME	Spring 2011	Post Anesthesia Care Unit Practicum Student Nurse	>154 hours	637
Maine Medical Center	Portland, ME	Fall 2010	Medical Surgical II Cardiac Telemetry (R1) - Student Nurse	>56 hours	637
Dominican Republic	Dominican Republic	July 2010	Academic Partnership with Partners for Rural International Health - Student Nurse and Health Educator	>120 hours	15 villages

Maine Medical Center	Portland, ME	Spring 2010	Labor & Delivery Student Nurse	>56 hours	637
Maine Medical Center	Portland, ME	Spring 2010	Pediatrics Student Nurse	>56 hours	637
Spring Harbor Hospital	Westbrook, ME	Fall 2009	Mental Health Student Nurse	>56 hours	80
Maine Medical Center	Portland, ME	Fall 2009	Medical Surgical I Gibson Oncology Unit Student Nurse	>112 hours	637
University of Stockholm	Stockholm, Sweden	June 2002	Study Abroad Program Criminology Student	>30 hours	

6/16/17

# Colleen J. Conway

~~XXXXXXXXXX~~  
~~XXXXXXXXXX~~

(603) ~~XXXXXXXXXX~~

~~colleen.conway@conway.com~~

## SKILLS

Management of period close	Management reporting	Supervise internal audit program
Job costing & reconciliations	Develop departmental plans and objectives	A-133 Federal Compliance and Reporting
Strong software knowledge	Direct, forecast, and analyze projects	Completion of Federal Tax Returns
Budget development and cash flow analysis	Internal control development	Supervisory experience
Direct financial accounting functions	Compute and document income distribution plan	Membership and fund development with community outreach experience

## EXPERIENCE

2016-2017

### **BOOKKEEPER, Wicked Accurate Bookkeeping, Bristol, NH 03220.**

The Bookkeeper is a Financial/Office position assisting the Controller with;

- Daily processing of Transactions:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Inventory
- processes all financial transactions for multiple clients with the primary goal of ensuring a high degree of accuracy and quality.

2015-2016

### **BOOKKEEPER, Hart's Turkey Farm Restaurant, Meredith, NH 03253.**

The Bookkeeper is a Financial/Office position assisting the Controller with;

- Assist in the daily operations of the finance office and its personnel including:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Inventory
- processes, tracks, and reports all financial transactions with the primary goal of ensuring a high degree of accuracy and quality.

2008-2015

### **FINANCE MANAGER, Northeast Resource Recovery Association, Epsom, NH 03235.**

The Finance Manager is a department head position responsible for supervising, directing, and managing all administrative and technical aspects of the Finance Department;

- oversees a \$9+ million budget;
- directs the daily operations of the finance office and its personnel including:
  - Accounts Payable,
  - A/R,
  - Payroll
  - Fixed Assets and General Ledger
- processes, tracks, and reports all financial transactions with the primary goal of ensuring a high degree of accuracy and quality.

2006-2007

### **SENIOR MUNICIPAL ACCOUNTANT, Mason & Rich P.A., Concord, NH 03301.**

A key member of the M+R team of professionals who conduct audits for Municipal clients to determine the effectiveness of controls,

- accuracy of financial records and efficiency of operations
- reviewing records, analyzing including: plan, conduct, advise and report



- 2003-2005** **STAFF ACCOUNTANT**, Plodzick and Sanderson, PA, 193 North Main St., Concord, NH 03301. A key member of the P&S team of professionals who conduct audits for clients to determine the effectiveness of controls, accuracy of financial records and efficiency of operations, Primarily assigned compliance audits of Federal Programs for schools and towns.
- 2001-2003** **DIRECTOR OF RESOURCE DEVELOPMENT AND OUTREACH**, Concord Area Trust for Community Housing (CATCH), 79 State St., Concord, NH 03301.  
Responsible for the overall growth and development of resources, support, outreach and public relations for the organization.
- Works with the membership, an active board of directors and committed staff to foster community awareness, develop ongoing relationships, and raise funds to provide access to land and housing for persons of low and moderate income. Construct and manage departmental budget including events and supervise staff involvement with all fundraising tasks.
- 1994-2001** **DIRECTOR OF OPERATIONS**, Lakes Region Conservation Trust, Center Harbour, NH 03226.  
Oversee staff of three in relation to the daily operations of the organization including finance, membership and development, land acquisition, stewardship and public relations, while assisting the president with major fund development, within a budget of \$400,000.
- MEMBERSHIP & DEVELOPMENT DIRECTOR**, Responsible for the organization, management, analysis and coordination of fund development strategies. Assist in structuring of grant proposals including budgets. Maintain relations with current members and volunteers as well as increasing membership through outreach and communications. Coordinate capital campaign drives by assisting the executive director and lead volunteers. Assist in the production of publications and publicity materials.
- OFFICE MANAGER**, Responsible for the organization, management, and coordination of all internal financial and office related tasks. Completion of all external financial reporting; maintenance of data base including collection, analysis and coordination of fund development strategies.
- 1993-1994** **OFFICE MANAGER**, The Sant Bari Press, PO Box 337, Tilton, NH 03276  
Organize and maintain financial accounting systems, including A/P, G/L, A/R, P/R, and financial statements. Oversee office functions.
- 1990-1993** **FINANCIAL MANAGER**, Laconia Clinic (Phycor), 724 N. Main Street, Laconia, NH 03246  
Oversee staff of 5 in relation to maintaining financial accounting systems, including A/P, G/L, A/R, P/R, and financial statements.
- INTERIM BUSINESS OFFICE MANAGER**, Oversee staff of 7 in relation to medical billing and collection.
- 1988-1990** **ACCOUNTANT**, First NH Banks, PO Box 130, Laconia, NH 03246  
Supervision of reconciliation personnel with duties consisting of reconciling all correspondent bank accounts and official checks.
- GENERAL LEDGER COORDINATOR**, Maintain subsidiary ledgers for general ledger.
- 1986-1987** **BOOKKEEPER/OFFICE MANAGER**, Howard Lubricants, Inc., PO Box 6209, Laconia NH 03246  
Accounting functions in a computerized office.
- 1983-1986** **ACCOUNTS PAYABLE**, Keith Construction, US Rt. 3, Tilton, NH 03276  
Maintain A/P for approximately 300-500 vendors.

EDUCATION

- Accounting Degree (AS + credits toward BS), Southern New Hampshire University
- High School Diploma (Business/College), Franklin Jr., Sr., High School, Franklin NH
- Leadership Greater Concord, class of 2003

COMPUTER SKILLS

- Microsoft Office Suit
- Accounting Packages: Quickbooks, Multi Ledger, Quicken, Realworld, Great Plains, Peachtree Accounting, Fund-Master, Raisers Edge for Fundraising
- Other: FormsXpert, Tax Edition, Filemaker

AFFILIATIONS

- BPO Elks, 2015/16 Treasurer Lodge #1280
- Rotary
- CONFR
- Association of Fund Raising Professionals

REFERENCES

Described by supervisors as: Excellent job knowledge, keenly aware of operating costs, A true self-starter, achieves a higher than normal output, easily grasps new ideas, adept at setting priorities, motivational with subordinates.





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mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF LONG TERM SUPPORTS AND SERVICES***

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

**BUREAU OF ELDERLY & ADULT SERVICES**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62



New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Franklin VNA & Hospice (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 75 Chestnut Street, Franklin, NH 03235.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$55,897.70 from \$115,084.54 to read: \$170,982.24.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

11/10/15  
Date

Christine Santantello  
Christine Santantello, Director  
Division of Long Term Supports and Services

Franklin VNA & Hospice

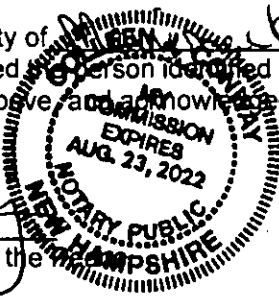
12/29/17  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director

Acknowledgement of Contractor's signature:

State of New Hampshire county of Rockingham on 12/29/17, before the undersigned officer, personally appeared Barbara Normandin the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Colleen J Conway  
Signature of Notary Public or Justice of the Peace



Colleen J Conway  
Name and Title of Notary or Justice of the Peace

My Commission Expires: Aug 23, 2017



New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name:  
Title: Asst. Atty. Gen.

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
--

01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	3,095	\$9.58	\$29,650.10
In Home Care Services (Title III)	1/2 Hour	337	\$9.58	\$3,228.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	6,190	\$10.06	\$62,271.40
In Home Care Services (Title III)	1/2 Hour	674	\$10.06	\$6,780.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$13.13	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	6,190	\$10.06	\$62,271.40
In Home Care Services (Title III)	1/2 Hour	674	\$10.06	\$6,780.44
In Home Health Aide Level of Care Services (Title III)	1/2 Hour		\$13.13	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials: BN

Date: 1/9/18





Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.  
Breach notifications will be sent to the following email addresses:
      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*BN*

*12/29/17*

# New Hampshire Department of Health and Human Services

## Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

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12/29/17

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Barbara Normandin, Executive Director, Franklin VNA & Hospice

Name, Title, and Agency Name

Barbara Normandin

Signature

12/29/17

Date



16 *max*

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

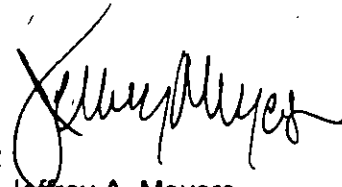
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>



**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
Summary of Totals		\$9,746,988.95



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, in Home Health Aide, in Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_



Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-JNHOM-05)

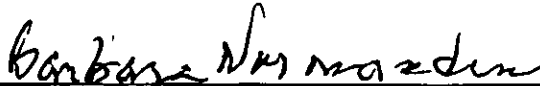
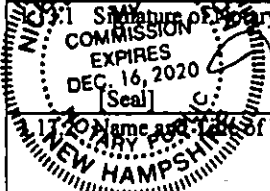


**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> Franklin VNA & Hospice		<b>1.4 Contractor Address</b> 75 Chestnut Street Franklin, NH 03235	
<b>1.5 Contractor Phone Number</b> 603-934-3454	<b>1.6 Account Number</b> 05-95-48-481010-78720000 05-95-48-481010-92550000	<b>1.7 Completion Date</b> September 30, 2018	<b>1.8 Price Limitation</b> \$115,084.54
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Barbara Normandin Executive Director	
<b>1.13 Acknowledgement:</b> State of New Hampshire, County of Merrimack On November 22, 2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proved to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity stated in block 1.12.			
<b>1.14 Signature of Notary Public or Justice of the Peace</b> 			
<b>1.15 Name and Title of Notary or Justice of the Peace</b> Nicholas Johnson, Finance Manager			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maureen Ryan, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/6/16			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Contractor Initials

BN  
Date 11/22/16

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.

Contractor Initials

Date BN  
11/22/16



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Merrimack County. The Contractor shall ensure service areas include the towns of:
  - 1.3.1. Andover, Boscawen, Canterbury, Franklin, Hill, Northfield, Salisbury, Webster.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



- 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
  - 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
  - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:
        - 2.1.1.3.1.1. Washing dishes;
        - 2.1.1.3.1.2. Dusting;
        - 2.1.1.3.1.3. Vacuuming;
        - 2.1.1.3.1.4. Sweeping;
        - 2.1.1.3.1.5. Wet-mopping floors;
        - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
        - 2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;

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- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
- 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food, for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
- 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
  - 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.





- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

- 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
- 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

2.2.8. Referring Clients to Other Services

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

2.2.9. Client Wait Lists

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.





- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

2.2.16. Client Feedback

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	3,095	\$9.58	\$29,650.10
In Home Care Services (Title III)	1/2 Hour	337	\$9.58	\$3,228.46
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	6,190	\$9.58	\$59,300.20
In Home Care Services (Title III)	1/2 Hour	674	\$9.58	\$6,456.92
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	1,548	\$9.58	\$14,829.84
In Home Care Services (Title III)	1/2 Hour	169	\$9.58	\$1,619.02
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	0	\$12.50	\$0.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: BN

Date: 11/27/16



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
  - 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
  - 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
  - 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or,
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and





information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**


11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

  
Name: Barbara Normandin  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*BR*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

*11/27/14*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director

Exhibit G

Contractor Initials BA

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

  
Name: Barbara Normandin  
Title: Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*SN*

*11/22/16*



Exhibit I

- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI.



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business





Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) **Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

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Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
Maureen Ryan  
 Signature of Authorized Representative  
Maureen Ryan  
 Name of Authorized Representative  
Director, OHS  
 Title of Authorized Representative  
12/6/16  
 Date

\_\_\_\_\_  
 Franklin VNA & Hospice  
 Name of the Contractor  
Barbara Normandin  
 Signature of Authorized Representative  
Barbara Normandin  
 Name of Authorized Representative  
Executive Director  
 Title of Authorized Representative  
11/22/16  
 Date

Contractor Initials BR

Date 11/22/16



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: Franklin VNA & Hospice

11/22/16  
Date

Barbara Normandin  
Name: Barbara Normandin  
Title: Executive Director



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 013925176
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017 (Item #8), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$2,593,095.40.
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4-25-19  
Date

Deborah D. Scheetz  
Name: Deborah D. Scheetz  
Title: Director, Division Long Term  
Supports and Services  
Lakes Region Community Services

4-18-2019  
Date

Rebecca L. Bryant  
Name:  
Title:

**Rebecca L. Bryant  
President & CEO  
LRCS**

Acknowledgement of Contractor's signature:

State of NH, County of Belknap on 4-18-2019, before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Shelley A. Kelleher  
Signature of Notary Public or Justice of the Peace

**SHELLEY A. KELLEHER, Notary Public  
State of New Hampshire  
My Commission Expires July 19, 2022**  
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 19, 2022




New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Lakes Region (Sullivan County) Adult In-Home Care</b>
--

10/1/2016 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58	\$91,010.00
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58	\$17,167.36

7/1/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06	\$109,402.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06	\$22,534.40

7/1/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06	\$109,402.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06	\$22,534.40

7/1/2019 through 06/30/2020 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,117	\$12.00	\$109,402.50
In Home Care Services (Title III)	1/2 Hour	1,878	\$12.00	\$22,534.40

Contractor Initials: *AB*  
Date: 4/18/19

**Exhibit B-2 Rate Sheet - Amendment #2**

<b>Lakes Region (Belknap County) Adult In-Home Care</b>
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<b>10/1/2016 through 06/30/2017 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,760.80

<b>7/1/2017 through 06/30/2018 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06	\$33,268.42

<b>7/1/2018 through 06/30/2019 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06	\$33,268.42

<b>7/1/2019 through 06/30/2020 Service Units</b>				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	20,664	\$12.00	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	2,772	\$12.00	\$33,268.42

**Exhibit B-3 Rate Sheet - Amendment #2**

<b>Lakes Region (Grafton County) Adult In-Home Care</b>
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<b>10/1/2016 through 06/30/2017 Service Units</b>				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,753.61

<b>7/1/2017 through 06/30/2018 Service Units</b>				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06	\$33,258.36

<b>7/1/2018 through 06/30/2019 Service Units</b>				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06	\$33,258.36

<b>7/1/2019 through 06/30/2020 Service Units</b>				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	20,664	\$12.00	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	2,772	\$12.00	\$33,258.36



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



Exhibit K

DHHS Information Security Requirements

mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

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4/18/19



Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

*PB*



Exhibit K

DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



Exhibit K

DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

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4/18/19





Exhibit K

DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

*RB*

4/18/19



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

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Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

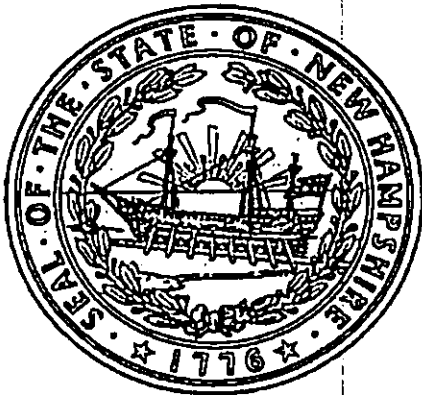
**State of New Hampshire**  
**Department of State**

**CERTIFICATE**

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKES REGION COMMUNITY SERVICES COUNCIL is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on July 29, 1975. 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: 64109

Certificate Number : 0004493370



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 8th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

**CERTIFICATE OF VOTE**  
(Corporation without Seal)

I, Lynn Hilbrunner, do hereby certify that:

1. I am the duly elected Clerk of the Board of Directors of **Lakes Region Community Services Council**.
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the Corporation duly held on 4-15-2019:

RESOLVED: That this Corporation enter into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, for the provision of Adult In-Home Care and Homemaker Services.

RESOLVED: That the President & Chief Executive Officer (CEO) is hereby authorized on behalf of this Corporation to enter into the said contract with the State and to execute any and all documents, agreements, and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate.

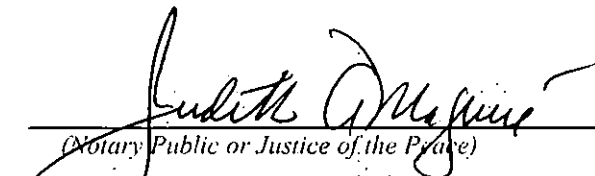
3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of 4-18-2019.
4. Rebecca L. Bryant is the duly elected President & CEO of the Corporation.

  
\_\_\_\_\_  
(Signature of Clerk of the Corporation)

State of New Hampshire  
County of Belknap

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of April, 2019, by LYNN Hilbrunner  
\_\_\_\_\_  
(Name of Clerk of the Corporation)

Notary Seal

  
\_\_\_\_\_  
(Notary Public or Justice of the Peace)

Name (Print): Judith A. McGuire

Title: Notary Public

My Commission Expires: 10-1-2019



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/12/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Melcher & Prescott Insurance 428 Main Street  Laconia NH 03246		<b>CONTACT NAME:</b> Jill Martineau, CIC <b>PHONE (A/C, No, Ext):</b> (603) 524-4535 <b>E-MAIL ADDRESS:</b> jmartineau@melcher-prescott.com <b>FAX (A/C, No):</b>	
<b>INSURED</b> Lakes Region Community Services Council P O Box 509  Laconia NH 03246		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Mass Bay Insurance Company NAIC # 22306 <b>INSURER B:</b> Citizen Insurance Company 31534 <b>INSURER C:</b> Granite State Work Comp Manuf <b>INSURER D:</b> Hanover Insurance Company <b>INSURER E:</b> <b>INSURER F:</b>	

**COVERAGES**

CERTIFICATE NUMBER: CL18121200698

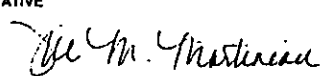
REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			ZDV8974270	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 Professional Liabili \$ 1,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			ABV8928387	12/01/2018	12/01/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE  DED RETENTION \$			UHV8929075	12/01/2018	12/01/2019	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC0120181000838	01/01/2019	01/01/2020	PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire 129 Pleasant Street  Concord NH 03301	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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### Mission Statement

*Dedicated to serving the community by promoting independence, dignity and opportunity.*

### Value Statements

*As individuals and as a community agency, we:*

- Value all people;
  - Value a team approach in all we do;
  - Value and respect one another;
  - Value our relationships in the communities in which we live and work;
  - Value our role as facilitators of relationships; and
  - Value and recognize that our relationships evolve, grow, and change over time.
-



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*Financial Statements*

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**LAKES REGION COMMUNITY SERVICES**  
**COUNCIL, INC.**

**FOR THE YEARS ENDED  
JUNE 30, 2018 AND 2017  
AND  
INDEPENDENT AUDITORS' REPORT**

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

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To the Board of Directors of  
Lakes Region Community Services Council, Inc.  
Laconia, New Hampshire

### **INDEPENDENT AUDITORS' REPORT**

We have audited the accompanying financial statements of Lakes Region Community Services Council, Inc. (a nonprofit organization), which comprise the statements of financial position as of June 30, 2018 and 2017, and the related statements of cash flows, and notes to the financial statements for the years then ended, and the related statements of activities and functional expenses for the year ended June 30, 2018.

#### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

#### **Auditors' Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Lakes Region Community Services Council, Inc. as of June 30, 2018 and 2017, and its cash flows for the years then ended, and the changes in its net assets for the year ended June 30, 2018 in accordance with accounting principles generally accepted in the United States of America.

**Report on Summarized Comparative Information**

We have previously audited the Lakes Region Community Services Council, Inc.'s June 30, 2017 financial statements, and we expressed an unmodified opinion on those audited financial statements in our report dated October 12, 2017. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2017, is consistent, in all material respects, with the audited financial statements from which it has been derived.

**Report on Supplementary Information**

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of functional revenues on pages 17-19 is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

*Leane, Mc Donnell & Roberts  
Professional Association*

Wolfeboro, New Hampshire  
October 12, 2018

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

STATEMENTS OF FINANCIAL POSITION  
JUNE 30, 2018 AND 2017

	<u>2018</u>	<u>2017</u>
<b><u>ASSETS</u></b>		
<b>CURRENT ASSETS</b>		
Cash and cash equivalents	\$ 4,830,595	\$ 4,476,109
Certificates of deposits	-	251,277
Accounts receivable:		
Medicaid	580,310	628,782
Other, net of allowance for doubtful accounts of \$50,000 at June 30, 2018 and 2017	168,049	199,615
Prepaid expenses	<u>27,068</u>	<u>63,990</u>
Total current assets	<u>5,606,022</u>	<u>5,619,773</u>
<b>PROPERTY, PLANT AND EQUIPMENT, NET</b>	<u>3,649,931</u>	<u>3,716,911</u>
<b>OTHER ASSETS</b>		
Deposits	<u>37,779</u>	<u>37,779</u>
Total assets	<u>\$ 9,293,732</u>	<u>\$ 9,374,463</u>
<b><u>LIABILITIES AND NET ASSETS</u></b>		
<b>CURRENT LIABILITIES</b>		
Accounts payable	\$ 772,947	\$ 840,877
Accrued salaries, wages, and related expenses	614,648	421,686
Accrued earned time	302,089	304,442
Refundable advances	61,647	90,755
Other accrued expenses	<u>126,213</u>	<u>131,492</u>
Total current liabilities	<u>1,877,544</u>	<u>1,789,252</u>
<b>LONG TERM LIABILITIES</b>		
Due to affiliates, net	<u>50,359</u>	<u>226,729</u>
Total liabilities	<u>1,927,903</u>	<u>2,015,981</u>
<b>NET ASSETS</b>		
Unrestricted	6,013,888	5,956,378
Temporarily restricted	<u>1,351,941</u>	<u>1,402,104</u>
Total net assets	<u>7,365,829</u>	<u>7,358,482</u>
Total liabilities and net assets	<u>\$ 9,293,732</u>	<u>\$ 9,374,463</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF ACTIVITIES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>2018</u>	<u>2017</u>
<b>CHANGES IN NET ASSETS</b>				
<b>Revenues</b>				
Program fees	\$ 1,390,224	\$ -	\$ 1,390,224	\$ 1,443,971
Medicaid	20,737,838	-	20,737,838	20,595,182
Client resources	81,244	-	81,244	82,810
Other third party payers	35,478	-	35,478	67,776
Public support	382,754	-	382,754	306,229
Private foundations	65,500	-	65,500	73,814
Production/service income	231,390	-	231,390	247,621
Investment	8,763	-	8,763	3,268
State of New Hampshire - DDS	1,373,522	-	1,373,522	1,215,688
Management fees	18,412	-	18,412	18,537
Other	421,164	-	421,164	527,746
<b>Total revenues</b>	<u>24,746,289</u>	<u>-</u>	<u>24,746,289</u>	<u>24,582,642</u>
<b>Expenses</b>				
<b>Program services</b>				
Service coordination	1,130,386	-	1,130,386	1,213,529
Day programs	3,927,925	-	3,927,925	4,430,934
Early intervention	660,425	-	660,425	637,233
Enhanced family care	3,302,910	-	3,302,910	3,513,957
Community options	183,127	-	183,127	239,746
Community residences	8,097,051	-	8,097,051	7,283,139
Transportation	126,967	-	126,967	58,604
Family support	3,743,831	-	3,743,831	3,511,677
Other DDS	46,283	-	46,283	42,747
Other programs	1,068,319	-	1,068,319	1,038,518
<b>Supporting activities</b>				
General management	2,249,830	50,163	2,300,093	1,969,720
Fundraising	151,625	-	151,625	149,573
<b>Total expenses</b>	<u>24,688,779</u>	<u>50,163</u>	<u>24,738,942</u>	<u>24,089,377</u>
<b>CHANGE IN NET ASSETS</b>	57,510	(50,163)	7,347	493,265
<b>NET ASSETS, BEGINNING OF YEAR</b>	<u>5,956,378</u>	<u>1,402,104</u>	<u>7,358,482</u>	<u>6,865,217</u>
<b>NET ASSETS, END OF YEAR</b>	<u>\$ 6,013,888</u>	<u>\$ 1,351,941</u>	<u>\$ 7,365,829</u>	<u>\$ 7,358,482</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENTS OF CASH FLOWS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in net assets	\$ 7,347	\$ 493,265
Adjustments to reconcile change in net assets to net cash from operating activities:		
Depreciation	236,345	245,253
(Increase) decrease in assets:		
Certificates of deposits	251,277	249,156
Accounts receivable	80,038	801,407
Prepaid expenses	36,922	11,007
Deposits	-	2,100
Increase (decrease) in liabilities:		
Accounts payable	(67,930)	(291,854)
Accrued salaries, wages, and related expenses	192,962	(119,684)
Accrued earned time	(2,353)	(10,359)
Refundable advances	(29,108)	33,014
Contingent liability, health insurance costs	-	(200,000)
Other accrued expenses	(5,279)	(53,749)
<b>NET CASH PROVIDED BY OPERATING ACTIVITIES</b>	<u>700,221</u>	<u>1,159,556</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Additions to property, plant and equipment	<u>(169,365)</u>	<u>(125,799)</u>
<b>NET CASH USED IN INVESTING ACTIVITIES</b>	<u>(169,365)</u>	<u>(125,799)</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Decrease in due to affiliates	<u>(176,370)</u>	<u>(99,568)</u>
<b>NET CASH USED IN FINANCING ACTIVITIES</b>	<u>(176,370)</u>	<u>(99,568)</u>
<b>NET INCREASE IN CASH AND CASH EQUIVALENTS</b>	354,486	934,189
<b>CASH AND CASH EQUIVALENTS, BEGINNING OF YEAR</b>	<u>4,476,109</u>	<u>3,541,920</u>
<b>CASH AND CASH EQUIVALENTS, END OF YEAR</b>	<u>\$ 4,830,595</u>	<u>\$ 4,476,109</u>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 665,194	\$ 2,360,480	\$ 373,935	\$ 202,504	\$ 114,938
Employee benefits	182,300	645,673	103,156	55,667	31,384
Payroll taxes	49,100	179,271	26,865	14,204	7,851
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	124,178	-	-	2,954,675	-
Accounting/auditing	-	-	-	-	-
Legal	4,055	-	-	-	-
Subcontract services	1,002	-	98,616	-	-
Other professional fees	27,217	28	72	-	-
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	-
Conference/conventions	56	-	857	-	-
Other staff development	793	506	180	-	-
<b>OCCUPANCY COSTS</b>					
Rent	-	81,548	-	-	-
Mortgage payments	-	-	-	-	-
Utilities	-	11,508	-	128	-
Repairs and maintenance	55	2,227	-	4,625	-
Other occupancy costs	41,040	32,003	31,022	13,703	2,776
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	3,436	9,927	5,522	6	-
Building/household	-	1,310	-	-	-
Client	885	5,236	105	19,021	-
Medical supplies	-	69	-	1,003	-
<b>ASSISTANCE TO INDIVIDUALS</b>	2,091	-	24	-	-
<b>PRODUCT SALES</b>	-	25,729	-	-	-
<b>EQUIPMENT RENTAL</b>	2,194	2,962	-	439	-
<b>EQUIPMENT MAINTENANCE</b>	1,207	2,611	-	1,557	-
<b>DEPRECIATION</b>	-	11,020	-	-	-
<b>ADVERTISING</b>	-	181	-	570	-
<b>PRINTING</b>	508	-	-	2,425	-
<b>TELEPHONE</b>	31	8,535	-	-	-
<b>POSTAGE</b>	-	10	-	-	-
<b>TRANSPORTATION</b>	13,285	413,243	18,129	30,358	25,912
<b>INSURANCE</b>	-	-	-	-	-
<b>MEMBERSHIP DUES</b>	8,788	451	-	-	-
<b>CLIENT PAYMENTS</b>	34	123,616	1,022	174	-
<b>INTEREST</b>	-	-	-	-	-
<b>OTHER</b>	2,937	9,781	920	1,851	266
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 1,130,386</b>	<b>\$ 3,927,925</b>	<b>\$ 660,425</b>	<b>\$ 3,302,910</b>	<b>\$ 183,127</b>

See Notes to Financial Statements



**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 3,694,648	\$ 19,671	\$ 1,191,783	\$ -	\$ 1,054,238
Employee benefits	1,005,647	5,369	320,146	-	237,167
Payroll taxes	269,066	1,427	93,620	-	77,304
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	-
Client treatment & therapies	128,286	-	1,458,407	-	-
Accounting/auditing	-	-	-	-	107,119
Legal	-	-	-	-	2,728
Subcontract services	2,231,303	-	350,437	-	135
Other professional fees	-	-	6,433	38,756	203,686
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	-	-	-	972
Conference/conventions	-	-	3,128	2,668	7,900
Other staff development	-	-	53	-	25,705
<b>OCCUPANCY COSTS</b>					
Rent	210,710	-	310	-	-
Mortgage payments	8,805	-	-	-	-
Utilities	106,920	-	-	-	51,945
Repairs and maintenance	27,301	-	-	-	96,356
Other occupancy costs	55,910	-	11,217	-	(169,491)
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	15,888	70	-	-	39,815
Building/household	23,881	-	10	-	1,628
Client	125,258	-	5,491	25	7,065
Medical supplies	4,804	-	3,254	2,080	-
<b>ASSISTANCE TO INDIVIDUALS</b>	100	-	28,937	-	-
<b>PRODUCT SALES</b>	-	-	-	-	-
<b>EQUIPMENT RENTAL</b>	219	-	549	-	17,160
<b>EQUIPMENT MAINTENANCE</b>	5,866	3,700	-	-	40,116
<b>DEPRECIATION</b>	30,589	11,426	-	-	183,310
<b>ADVERTISING</b>	-	-	3,554	-	28,510
<b>PRINTING</b>	-	-	-	-	3,911
<b>TELEPHONE</b>	5,821	-	-	-	92,876
<b>POSTAGE</b>	-	-	-	-	17,825
<b>TRANSPORTATION</b>	145,628	85,304	186,097	2,565	182
<b>INSURANCE</b>	-	-	-	-	86,532
<b>MEMBERSHIP DUES</b>	-	-	78,954	-	49,353
<b>CLIENT PAYMENTS</b>	39	-	274	-	9,964
<b>INTEREST</b>	-	-	-	-	-
<b>OTHER</b>	362	-	1,177	189	26,082
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b><u>\$ 8,097,051</u></b>	<b><u>\$ 126,967</u></b>	<b><u>\$ 3,743,831</u></b>	<b><u>\$ 46,283</u></b>	<b><u>\$ 2,300,093</u></b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**STATEMENT OF FUNCTIONAL EXPENSES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
<b>PERSONNEL COSTS</b>					
Salaries and wages	\$ 88,050	\$ 9,765,441	\$ 674,544	\$ 10,439,985	\$ 10,021,042
Employee benefits	24,637	2,611,146	186,385	2,797,531	2,757,432
Payroll taxes	6,399	725,107	53,151	778,258	745,874
<b>PROFESSIONAL FEES AND CONSULTATIONS</b>					
Clerical contracted staff	-	-	-	-	5,699
Client treatment & therapies	-	4,665,546	(11,749)	4,653,797	4,812,549
Accounting/auditing	-	107,119	-	107,119	127,486
Legal	-	6,783	-	6,783	10,064
Subcontract services	-	2,681,493	32,000	2,713,493	2,282,214
Other professional fees	395	276,587	-	276,587	306,130
<b>STAFF DEVELOPMENT AND TRAINING</b>					
Journals and publications	-	972	-	972	71
Conference/conventions	5,040	19,649	7,017	26,666	14,749
Other staff development	-	27,237	3,600	30,837	117,303
<b>OCCUPANCY COSTS</b>					
Rent	-	292,568	-	292,568	264,669
Mortgage payments	-	8,805	-	8,805	8,857
Utilities	-	170,501	134	170,635	156,023
Repairs and maintenance	-	130,564	92	130,656	130,679
Other occupancy costs	-	18,180	63,802	81,982	61,421
<b>CONSUMABLE SUPPLIES</b>					
Office supplies and equipment under \$2,500	50	74,714	2,083	76,797	71,097
Building/household	40	26,869	108	26,977	20,626
Client	574	163,660	9,805	173,465	181,069
Medical supplies	-	11,210	177	11,387	9,305
ASSISTANCE TO INDIVIDUALS	30	31,182	6,614	37,796	35,758
PRODUCT SALES	-	25,729	-	25,729	36,756
EQUIPMENT RENTAL	219	23,742	1,537	25,279	32,159
EQUIPMENT MAINTENANCE	-	55,057	-	55,057	33,378
DEPRECIATION	-	236,345	-	236,345	245,253
ADVERTISING	1,139	33,954	-	33,954	30,125
PRINTING	5,839	12,683	-	12,683	8,761
TELEPHONE	-	107,263	-	107,263	94,523
POSTAGE	497	18,332	27	18,359	17,230
TRANSPORTATION	-	920,703	31,688	952,391	924,054
INSURANCE	-	86,532	-	86,532	87,579
MEMBERSHIP DUES	3,821	141,367	450	141,817	119,619
CLIENT PAYMENTS	-	135,123	1,150	136,273	162,771
OTHER	14,895	58,460	5,704	64,164	157,052
<b>TOTAL FUNCTIONAL EXPENSES</b>	<b>\$ 151,625</b>	<b>\$ 23,670,623</b>	<b>\$ 1,068,319</b>	<b>\$ 24,738,942</b>	<b>\$ 24,089,377</b>

See Notes to Financial Statements

**LAKES REGION COMMUNITY SERVICES COUNCIL, INC.**

**NOTES TO FINANCIAL STATEMENTS  
FOR THE YEARS ENDED JUNE 30, 2018 AND 2017**

**1. ORGANIZATION AND SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Lakes Region Community Services Council, Inc. (the Council) is a New Hampshire nonprofit corporation organized exclusively for charitable purposes to ensure there is a coordinated and efficient program of human services dealing effectively with the problems and needs of the developmentally impaired of Belknap County, lower Grafton County and the surrounding communities.

**Basis of Accounting**

The financial statements of Lakes Region Community Services Council, Inc. have been prepared on the accrual basis of accounting.

**Basis of Presentation**

The Council is required to report information regarding its financial position and activities according to three classes of net assets: unrestricted net assets, temporarily restricted net assets, and permanently restricted net assets. The classes of net assets are determined by the presence or absence of donor restrictions.

**Unrestricted:** Net assets that are not subject to donor-imposed stipulations. Unrestricted net assets may be designated for specific purposes by action of the Board of Directors.

**Temporarily Restricted:** Net assets whose use is limited by donor-imposed stipulations that will either expire with the passage of time or be fulfilled or removed by actions of the Council.

**Permanently Restricted:** Reflects the historical cost of gifts (and in certain circumstances, the earnings from those gifts), subject to donor – imposed stipulations, which require the corpus to be invested in perpetuity to produce income for general or specific purposes.

As of June 30, 2018 and 2017, the Council had unrestricted and temporarily restricted net assets.

**Cash and Cash Equivalents**

For the purposes of the Statements of Cash Flows, the Council considers all demand deposits, money market funds, and short-term investments with original maturities of three months or less to be cash equivalents.

**Certificates of Deposits**

The certificates of deposits are carried at fair value. Interest is accrued and recognized in income when earned.

### **Accounts Receivable**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts through a charge to activities and a credit to a valuation allowance based on historical account write-off patterns by the payor, adjusted as necessary to reflect current conditions. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to accounts receivable.

The Council has no policy for charging interest on overdue accounts nor are its accounts receivable pledged as collateral, except as disclosed in Note 3.

It is the policy of the Council to provide services to all eligible residents of central New Hampshire without regard to ability to pay. As a result of this policy, all charity care write-offs are recorded as reductions in revenue in the period in which services are provided. The accounts receivable allowance includes the estimated amount of charity care and contractual allowances included in the accounts receivable balances. The computation of the contractual allowance is based on historical ratios of fees charged to amounts collected.

### **Contributions**

All contributions are considered to be available for unrestricted use unless specifically restricted by the donor. Amounts received that are restricted by the donor for future periods or for specific purposes are reported as temporarily restricted or permanently restricted support, depending on the nature of the restrictions. However, if a restriction is fulfilled in the same period in which the contribution is received, the Council reports the support as unrestricted.

### **Property, Plant and Depreciation**

Property and equipment are recorded at cost or, if contributed, at estimated fair value at the date of contribution. Material assets with a useful life in excess of one year are capitalized. Depreciation is provided for using the straight-line method in amounts designed to amortize the cost of the assets over their estimated useful lives as follows:

Buildings and improvements	5 - 40 Years
Furniture, fixtures and equipment	3 - 10 Years

Costs for repairs and maintenance are expensed when incurred and betterments are capitalized. Assets sold or otherwise disposed of are removed from the accounts, along with the related accumulated depreciation, and any gain or loss is recognized.

### **Fair Value of Financial Instruments**

The Council's financial instruments consist of cash, certificates of deposits, short-term receivables and payables and customer deposits. The carrying value for all such instruments, considering the terms, approximates fair value at June 30, 2018 and 2017.

### **Refundable Advances**

Grants received in advance are recorded as refundable advances and recognized as revenue in the period in which the related services or expenditures are incurred.

### **Summarized Financial Information**

The financial statements include certain prior-year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with accounting principles generally accepted in the United States of America. Accordingly, such information should be read in conjunction with the Council's financial statements for the year ended June 30, 2017, from which the summarized information was derived.

### **Accrued Earned Time**

The Council has accrued a liability for future compensated leave time that its employees have earned and which is vested with the employee.

### **Income Taxes**

The Council is exempt from income taxes under Section 501(c)(3) of the Internal Revenue Code. The Internal Revenue Service has determined the Council to be other than a private foundation.

Management has evaluated the Council's tax positions and concluded that the Council has maintained its tax-exempt status and has taken no uncertain tax positions that would require adjustment to the financial statements. With few exceptions, the Council is no longer subject to income tax examinations by the United States Federal or State tax authorities prior to 2015.

### **Advertising**

The Council expenses advertising costs as incurred.

### **Functional Allocation of Expenses**

The costs of providing the various programs and other activities have been summarized on a functional basis. Accordingly, costs have been allocated among the program services and supporting activities benefited.

### **Accounting Estimates**

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. **PROPERTY AND EQUIPMENT**

As of June 30, 2018 and 2017, property and equipment consisted of the following:

	<u>2018</u>	<u>2017</u>
Buildings and improvements	\$ 3,936,642	\$ 3,920,342
Leasehold improvements	393,215	327,817
Furniture, fixtures and equipment	741,192	700,482
Vehicles	173,352	117,452
Land	152,200	152,200
Construction in progress	<u>2,643</u>	<u>11,585</u>
Total	5,399,244	5,229,878
Less accumulated depreciation	<u>1,749,313</u>	<u>1,512,967</u>
Property and equipment, net	<u>\$ 3,649,931</u>	<u>\$ 3,716,911</u>

Depreciation expense for the years ended June 30, 2018 and 2017 amounted to \$236,345 and \$245,253, respectively.

3. **DEMAND NOTE PAYABLE**

The Council maintains a revolving line of credit with a bank. The revolving line of credit provides for maximum borrowings up to \$3,000,000 and is renewable annually. Effective February 2, 2018 the Council renewed the revolving line of credit through December 31, 2018, and is collateralized by all of the business assets of the Council and guaranteed by related nonprofit organizations (see Note 8). At June 30, 2018 and 2017, the interest was stated at the bank's prime rate of 5.00% and 4.25%, respectively. There was no amount outstanding on this line of credit at June 30, 2018 and 2017.

4. **RESTRICTIONS ON NET ASSETS**

During the year ended June 30, 2012, the Council received donated surplus property in the form of a building. The temporarily restricted net assets at June 30, 2018 and 2017 consist of the net value of the building. The use of this building is restricted by deed for thirty years from the date of donation. As depreciation expense reduces the net book value of the building, temporarily restricted net assets are adjusted accordingly.

5. **RETIREMENT PLAN**

The Council maintains a retirement plan for all eligible employees. During the years ended June 30, 2018 and 2017, the Council made matching contributions of 100% of a participant's salary reduction that was not in excess of 1.5% of the participant's compensation. All employees who work one thousand hours per year are eligible to participate after one year of employment. The Council's contribution to the retirement plan for the years ended June 30, 2018 and 2017 was \$59,488 and \$53,148, respectively.

6. **CONCENTRATION OF RISK**

For the years ended June 30, 2018 and 2017, approximately 84% of the total revenue was derived from Medicaid. The future existence of the Council is dependent upon continued support from Medicaid.

In order for the Council to receive Medicaid funding, they must be formally approved by the State of New Hampshire, Division of Health and Human Services (DHHS) as the provider of services for developmentally disabled individuals for that region. In June 2016, the Council was re-designated for the period September 2015 through September 2020.

Medicaid receivables comprise approximately 78% and 76% of the total accounts receivable balances at June 30, 2018 and 2017, respectively.

7. **LEASE COMMITMENTS**

The Council has entered into various operating lease agreements to rent certain facilities and office equipment for their community residences and other programs. The terms of these leases range from one to ten years. The Council also leases various apartments on behalf of clients on a month-to-month basis. Rent expense under these agreements aggregated \$317,847 and \$296,828 for the years ended June 30, 2018 and 2017, respectively.

The future minimum lease payments on the above leases are as follows:

<b><u>Year Ending</u></b> <b><u>June 30</u></b>	<b><u>Amount</u></b>
2019	\$ 111,466
2020	40,116
2021	17,616
2022	<u>11,862</u>
Total	<u>\$ 181,060</u>

Refer to Note 8 for information regarding a lease agreement with a related party.

**8. RELATED PARTY TRANSACTIONS**

Lakes Region Community Services Council, Inc. is related to the following nonprofit corporations as a result of common board membership:

<u>Related Party</u>	<u>Function</u>
Genera Corporation	Manages and leases property
Greater Laconia Transit Agency	Provided transportation services
Lakes Region Community Services Foundation	Solicit, receive, and administer fundraising efforts for the benefit of the Council and others

Lakes Region Community Services Council, Inc. has contracts and transactions with the above related parties during its normal course of operations. The significant related party transactions are as follows:

<u>Received From:</u>	<u>2018</u>	<u>2017</u>	<u>Purpose</u>
Genera Corporation	\$ 14,400	\$ 14,400	Management, Accounting and Financial Services
Genera Corporation	\$ 14,988	\$ 14,988	Insurance Reimbursement
 <u>Paid To:</u>			
	<u>2018</u>	<u>2017</u>	
Genera Corporation	\$ 109,800	\$ 109,800	Rental of Homes
Lakes Region Community Services Foundation	\$ -	\$ 50,000	Contribution
 <u>Due (To)/From:</u>			
	<u>2018</u>	<u>2017</u>	
Genera Corporation	\$ (29,573)	\$ (61,643)	
Greater Laconia Transit Agency	(20,786)	(15,086)	
Lakes Region Community Services Foundation	_____ -	_____ (150,000)	
	<u>\$ (50,359)</u>	<u>\$ (226,729)</u>	

There are no specified terms of payment and no interest stated on the related party due (to) from accounts.



**Demand Note Payable**

The Council's demand note payable is guaranteed by Genera Corporation (see Note 3).

**Rent**

The Council has a perpetual lease agreement with Genera Corporation which calls for annual rent payments. The future minimum lease payments under the lease are \$109,800, annually.

**Insurance Reimbursement**

Lakes Region Community Services Council, Inc. carries a joint liability policy with the related parties above. Lakes Region Community Services Council, Inc. pays for the coverage in full and then is reimbursed by the affiliates based on contracts between the agencies.

**Prepaid Expenses Related to Affiliated Organization**

The Council has recorded prepaid expenses related to advances paid to Greater Laconia Transit Agency for the purchase of vehicles to be used solely for the transportation services for the Council's consumers. There were no advances for the years ended June 30, 2018 and 2017.

The Council is expensing these advances over the useful lives of the vehicles (3 - 7 years). Accordingly, Greater Laconia Transit Agency has recorded the advances as deferred revenue and is recognizing income consistently over the useful lives of the vehicles. The total amount of the advances expensed by the Council and included as revenue by Greater Laconia Transit Agency was \$25,420 and \$18,246 for the years ended June 30, 2018 and 2017, respectively.

**9. CONTINGENCIES - GRANT COMPLIANCE**

The Council receives funds under various state grants and from Federal sources. Under the terms of these agreements, the Council is required to use the funds within a certain period and for purposes specified by the governing laws and regulations. If expenditures were found not to have been made in compliance with the laws and regulations, the Council may be required to repay the funds.

No provisions have been made for this contingency because specific amounts, if any, have not been determined or assessed by government audits as of June 30, 2018.

**10. CLIENT FUNDS**

The Council administers funds for certain consumers. No asset or liability has been recorded for this amount. As of June 30, 2018 and 2017, client funds held by the Council aggregated \$267,286 and \$221,183, respectively.

**11. CONCENTRATION OF CREDIT RISK**

The Council maintains cash balances that, at times may exceed federally insured limits. The balances are insured by the Federal Deposit Insurance Corporation (FDIC) up to \$250,000 at June 30, 2018 and 2017. In addition to FDIC coverage, certain deposits of the Council are insured or collateralized through other means. The Council has not experienced any losses in such accounts and believes it is not exposed to any significant risk with these accounts. At June 30, 2018 and 2017, cash balances in excess of FDIC coverage aggregated \$839,173 and \$280,370, respectively.

**12. FINANCIAL INSTRUMENTS WITH OFF STATEMENT OF FINANCIAL POSITION RISK**

The Council maintains a repurchase account agreement with a bank. A portion of the Council's overnight deposit bank balances are divided into amounts under the FDIC limit of \$250,000 and swept into various insured bank accounts. This agreement provides flexibility to the Council by allowing them to maintain large cash balances in excess of the standard FDIC limit individually, but when spread across multiple banks, providing insurance for the full amount of the repurchase account.

**13. RECLASSIFICATION**

Certain amounts and accounts from the prior year's financial statements were reclassified to enhance comparability with the current year's financial statements.

**14. SUBSEQUENT EVENTS**

Subsequent events are events or transactions that occur after the statement of financial position date, but before financial statements are available to be issued. Recognized subsequent events are events or transactions that provide additional evidence about conditions that existed at the statement of financial position date, including the estimates inherent in the process of preparing financial statements. Non recognized subsequent events are events that provide evidence about conditions that did not exist at the statement of financial position date, but arose after that date. Management has evaluated subsequent events through October 12, 2018, the date the June 30, 2018 financial statements were available for issuance.

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Service Coordination</u>	<u>Day Programs</u>	<u>Early Intervention</u>	<u>Enhanced Family Care</u>	<u>Community Options</u>
Program fees:	\$ 2,093	\$ 1,960	\$ 20,361	\$ 832,606	\$ -
Medicaid	887,976	3,592,752	750,688	3,635,792	268,890
Client resources	-	6,648	-	20,183	6,178
Other third party payers	7,500	27,978	-	-	-
Public support	-	-	21,930	-	-
Private foundations	-	-	-	-	-
Production/service income	1,117	230,273	-	-	-
Investment	-	-	-	-	-
State of New Hampshire - DDS	-	-	96,196	-	-
Management fees	-	-	-	-	-
Other	<u>1,649</u>	<u>4,508</u>	<u>239</u>	<u>1,000</u>	<u>-</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ <u>900,335</u></b>	<b>\$ <u>3,864,119</u></b>	<b>\$ <u>889,414</u></b>	<b>\$ <u>4,489,581</u></b>	<b>\$ <u>275,068</u></b>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Community Residences</u>	<u>Transportation</u>	<u>Family Support</u>	<u>Other DDS</u>	<u>General Management</u>
Program fees	\$ 339,069	\$ -	\$ 135	\$ 59,578	\$ 69,905
Medicaid	6,917,216	-	4,516,237	-	-
Client resources	32,120	-	16,115	-	-
Other third party payers	-	-	-	-	-
Public support	-	-	-	-	-
Private foundations	-	-	-	-	-
Production/service income	-	-	-	-	-
Investment	-	-	-	-	8,763
State of New Hampshire - DDS	-	-	-	-	1,277,326
Management fees	-	-	-	-	14,400
Other	<u>23,418</u>	<u>-</u>	<u>401</u>	<u>810</u>	<u>31,362</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ <u>7,311,823</u></b>	<b>\$ <u>-</u></b>	<b>\$ <u>4,532,888</u></b>	<b>\$ <u>60,388</u></b>	<b>\$ <u>1,401,756</u></b>

LAKES REGION COMMUNITY SERVICES COUNCIL, INC.

**SCHEDULE OF FUNCTIONAL REVENUES  
FOR THE YEAR ENDED JUNE 30, 2018  
WITH PRIOR YEAR SUMMARIZED COMPARATIVE INFORMATION**

	<u>Fundraising</u>	<u>Total DDS Funded</u>	<u>Total Non-DDS Funded</u>	<u>2018 Totals</u>	<u>2017 Totals</u>
Program fees	\$ -	\$ 1,325,707	\$ 64,517	\$ 1,390,224	\$ 1,443,971
Medicaid	-	20,569,551	168,287	20,737,838	20,595,182
Client resources	-	81,244	-	81,244	82,810
Other third party payers	-	35,478	-	35,478	67,776
Public support	55,668	77,598	305,156	382,754	306,229
Private foundations	-	-	65,500	65,500	73,814
Production/service income	-	231,390	-	231,390	247,621
Investment	-	8,763	-	8,763	3,268
State of New Hampshire - DDS	-	1,373,522	-	1,373,522	1,215,688
Management fees	-	14,400	4,012	18,412	18,537
Other	<u>(36,703)</u>	<u>26,684</u>	<u>394,480</u>	<u>421,164</u>	<u>527,746</u>
<b>TOTAL FUNCTIONAL REVENUES</b>	<b>\$ 18,965</b>	<b>\$ 23,744,337</b>	<b>\$ 1,001,952</b>	<b>\$ 24,746,289</b>	<b>\$ 24,582,642</b>

Lakes Region Community Services  
Board of Directors 2018 - 2019

√\*Gary Lemay, President

[REDACTED]

√ Margaret Selig, Vice President

[REDACTED]

√ \*Lynn Hilbrunner, Secretary

[REDACTED]

√\*Carrie Chase, Treasurer

[REDACTED]

√\*R. Stuart Wallace, Past Board President

[REDACTED]

√Randy Perkins, Member-at-Large

[REDACTED]

Richard Crocker

[REDACTED]

Garrett Lavallee

[REDACTED]

Catherine Walker

[REDACTED]

\*Thomas Costigan Jr.

[REDACTED]

\*Jeanin Onos

[REDACTED]

Rosa Michaud

[REDACTED]

Sarah Rubury

[REDACTED]

\*Kurt Christensen

[REDACTED]

DIRECTORS EMERITI

Matthew Canfield, *Director Emeritus*

[REDACTED]

√ Denotes Executive Committee Member  
\* Denotes a Board Member Consumer  
(6/20/18 Rev. 8/15/18; 11/13/18)



# Rebecca L. Bryant

## EDUCATION

New England College

May 2018 Master of Business Administration & Non Profit Leadership Graduate Certificate

Keene State College

May 1995 Bachelor of Science, Business Management, Accounting Concentration

• Management Award

• NH Small Business Institute Project of the Year

• Business Manager, Equinox, Keene State Student Newspaper

## EXPERIENCE

Lakes Region Community Services ♦ Laconia, New Hampshire

*President & CEO* October 2016 – Current

Chief Executive Officer of Community Based Not-For-Profit Corporation. Responsible for overall administration of a \$30 million with 400 employees, 100 private contractors, and serving thousands of individuals and families in the greater Lakes Region. Responsible for the development and oversight of a community based social services system including services to infants, children, families and elders through the lifespan. Provide total agency leadership, fiscal management, risk management, program stewardship. Report to and work closely with the Board of Directors.

*Director of Finance* April 2007 – October 2016

Chief Financial Officer. Oversaw financial and personnel administration for private non-profit human services agency with an annual budget of \$30 million and 400 employees. Prepared and monitored annual budgets. Negotiated funding requests with the New Hampshire Department of Health and Human Services (NHDHHS). Responsible for all funding compliance for NHDHHS and Center for Medicare and Medicaid Services (CMS.) Prepared and managed contracts with funding sources and vendors. Oversaw Agency Risk Management program. Administered the agency's compensation and benefits plans. Ensured compliance with applicable state and federal labor regulations. Oversaw the installation and support of agency Information Technology. Major accomplishments include work on the \$2.5mil Capital Campaign, complete IT Infrastructure overhaul, significant human capital and programmatic bridge building between Finance and Operations. Reported to and work closely with the Board of Directors and Executive Director.

Wilcom ♦ Laconia, New Hampshire

*Controller* August 2000-April 2007

Controller for Telecommunications Manufacturer celebrating 40 years in business in 2007. Direct report to the Vice President/Chief Financial Officer and President, Chief Operating Officer in New York. Responsible for all functions and employees in: Accounting, Sales, MIS, Customer Service, Human Resources and Facilities. As Acting General Manager responsible for NH Operations in the absence of the President and Vice President. During tenure with this company successes included; writing and negotiating GSA proposal to obtain GSA Schedule Award, creating and maintaining multiple government registrations including CCR, JCP, ORCA and AES Direct, maintaining 100% in-house collections for receivables, and supervision of office renovation project. As part of accounting function maintained two day month end close with a manual closing system. In fulfilling MIS supervisory role, led MIS through major web site overhaul with outside vendor, MRP system upgrade, and phone system upgrade. Led Sales Department through transition from reliance on outside sales and manufacturer's reps to 100% inside sales through restructuring, hiring and daily oversight of Sales Department.

Freudenberg-NOK General Partnership ♦ Bristol, New Hampshire

*Hyperion Administrator* July 2000-August 2000

*Assistant Hyperion Administrator* January 1999-July 2000

*Assistant Treasury Manager* October 1997-January 1999

As *Hyperion Administrator*, responsible for compiling monthly data feeds from 16 locations throughout the United States, Mexico and Brazil and producing consolidated financial statements. Assisted the Hyperion Administrator, maintained all aspects of financial database, wrote logic for the financial statements, administered system security, troubleshoot for end users of database, and wrote reports for financial analysts. Prepared a multitude of comprehensive financial reports for the parent company in Germany. Communicated daily with the controllers and financial analysts in the United States and Europe to ensure timely collection and distribution of financial data. As *Assistant Treasury Manager* managed day-to-day activities of the Treasury Department including cash management, debt management, risk management (insurance and foreign currency hedging,) worker's compensation, corporate centralized accounts payable, intra-company accounts payable and receivable, as well as reconciliations of all general ledger accounts relating to treasury. Fulfilled all duties of both the Treasury Manager and Assistant Treasury Manager for nine months in the absence of the Treasury Manager.

## SKILLS, CERTIFICATIONS

- ♦ Justice of the Peace, State of New Hampshire
- ♦ Notary Public, State of New Hampshire
- ♦ Leadership Lakes Region Class of 2008
- ♦ Proficiency in all Microsoft Office Applications
- ♦ Significant experience and proficiency with accounting systems including, Dynamics, Solomon, QAD, Hyperion
- ♦ Paylocity, ADP and Harper's Payroll Systems
- ♦ Business Process Kaizen
- ♦ LEAN

## BOARD SERVICE

- ♦ Treasurer, Executive Committee, Community Services Network Inc, (CSNI) 2017 – Current
- ♦ Board Member, Sigma One Manufacturer's Workers' Compensation Trust 2010 – Current
- ♦ Secretary, Executive Committee, Community Health Services Network (CHSN) 2016 – Current
  - ♦ Board Member, Greater Laconia Transit Agency (GLTA) 2016 – Current
  - ♦ Board Member, Genera Corporation, 2016 – Current
  - ♦ Corporator, Franklin Savings Bank

## COMMUNITY SERVICE

- ♦ Middle Level Steering Committee, Moultonborough School District 2017 – Current
- ♦ Superintendent Search Committee, Moultonborough School District, 2016 - 2017
  - ♦ Children's Ministry Volunteer, Grace Capital Church 2015 - 2017
  - ♦ Committee Chair, Moultonborough Cub Scout Pack 369 2013 – 2015
    - ♦ Den leader, Cub Scout Pack 369 2005 – 2015
    - ♦ Advancements Chair, Cub Scout Pack 369 2005 – 2009
- ♦ Sunday School Teacher – Middle Class & Teens, Moultonborough United Methodist Church 2007 – 2015
  - ♦ Nursery Coordinator, Moultonborough United Methodist Church 2005 – 2007
  - ♦ Youth Basketball Coach 2013 – 2014
- ♦ Vacation Bible School, Moultonborough United Methodist Church 2005 – 2014
  - ♦ Chair, Recreation Advisory Board, Town of Moultonborough 2008 – 2010



Shannon M. Kelly



**EDUCATION:** Wheelock College, Boston, MA  
Bachelors of Social Work, 1985

**EXPERIENCE:** Lakes Region Community Services, Laconia, NH

**EXECUTIVE VICE PRESIDENT (2/17 to present)**

Responsibilities: Provide direct supervisory leadership and oversight to all service delivery programs and directors; support the directors and staff in a manner that empowers them to lead their departments effectively; ensure that LRCS develops a deeper bench for succession planning by identifying and mentoring future leaders within the organization; evaluate and monitor all functions of the service delivery departments of the organization to assure quality and operations are in compliance with applicable laws and regulations; solve problems with LRCS service delivery department and develop strategies to circumvent systemic issues; and lead agency initiatives regarding service delivery.

**DIRECTOR OF INDIVIDUAL AND FAMILY SERVICES (6/15 to 2/17)**

Responsibilities: Provide leadership to & oversight of the day to day operations for the departments of Resource Coordination, Self-Directed Services and Home Assist Services; ensure that service delivery promotes independence, dignity & opportunity while maintaining the health & safety for all individuals; develop and monitor individual & department budgets; oversee Intake & Eligibility; provide training for individuals, families & staff; participate in the statewide committees for each of the respective services; serve as the liaison for the Family Support Council; serve as liaison for NH CarePath initiatives at the state & local levels.

**DIRECTOR OF COMMUNITY SUPPORT SERVICES (7/12 to 6/15)**

Responsibilities: develop a new department of the organization to oversee the service models for Self Directed Services (SDS) and In-Home Supports; recruit SDS Representatives to provide on-going support to individuals and families with directing and managing their services to achieve satisfaction while maintaining compliance with state regulations and adherence to the state's guidelines in utilizing Medicaid funds. Continue to expand the Home Assist Services for elders and individuals with chronic illnesses. Successfully bid for and be awarded two state contracts via a grant application process for In-Home Care in southern Grafton County (July, 2013) and Belknap County (July, 2014) growing the services by 300%.  
Serve as INTERIM DIRECTOR OF SHARED FAMILY LIVING (2/13-12/14)

**DIRECTOR OF HOME ASSIST (3/10 to 7/12)**

Responsibilities: support the marketing of the service via public presentations, articles and advertisement; Oversee and manage the request for and provision of services; support and/or assist with recruitment of PCSP, support the development of the program's policies and procedures, ensure the program's licensing and certification.

**DIRECTOR OF PUBLIC RELATIONS AND DEVELOPMENT (7/08 to 7/12)**

Responsibilities: development of all written, website, and on-air materials for LRCS including press releases, annual reports, newsletters, website, brochures, public service announcements, radio and television scripts and articles for newspapers; act as spokesperson; coordination and implementation for fundraising and development activities; assist in coordinating special events; development and implement strategic public relations and marketing plan to include goals, strategies and budgets; manage website; and grant writing.

New England Salem Children's Trust, Rumney, NH

**DIRECTOR OF NEW ENGLAND SALEM (4/07 to 7/08)**

Responsibilities: overseeing residential services and clinical services including management and oversight of all operational practices, policy development, regulatory compliance for state certification & licensing, staff training & development, budget development & implementation, fund raising development and all other related functions. Lead program development and implementation of two new services: Independent Living and ISO – Foster Care. Regular attendance at State level meetings.

**Lakes Region Community Services, Laconia, NH**

**DIRECTOR OF SHARED FAMILY LIVING (12/94 to 4/07)**

Responsibilities: directing, managing & overseeing all operational practices for the department of Shared Family Living to include recruitment & retention of home providers; family placements; development & monitoring of contracts, individual budgets & department budgets; regulatory compliance for state certification for all homes; maintaining Child Placing License through DCYF; develop, coordinate and facilitate training for home providers; provide support, problem-solving & advocacy for individuals & provider families; participating in LRCS's senior management team and all related functions;.

**COORDINATOR OF SHARED FAMILY LIVING (6/92 – 12/94)**

Responsibilities: developing & preparing new provider families; contract reviews, identify compatibility and assist with placements; establish operational procedures for the department for regulatory compliance for State certification; providing assistance, training, support & supervision provider families; and providing support & supervision to Shared Family Living Specialists.

**SHARED FAMILY LIVING SPECIALIST (4/90 – 6/92)**

Responsibilities: providing assistance, training, support and supervision to provider families; monitor compliance with state regulations and agency policies; oversight of State certification inspections; support and monitor the implementation of service agreements.

**Center for Humanistic Change, North Adams, MA**

**CLINICAL SUPERVISOR/CASE MANAGER (5/88 – 7/89)**

**VOCATIONAL SPECIALIST/PROGRAM SUPERVISOR (7/86-5/88)**

**TRAINING:**

• Family Support • Supporting & Strengthening Families • Dual Diagnoses • Disability is Natural • Leadership & Person Centered Lives • Consumer Driven Futures • Individual Rights • Empowerment: Individual & Family • Working with Teams • Facilitation • Asset Based Community Development • Developing Community Resources • Health & Safety • Funding Implications & Medicaid • State Regulations Trainings • Personnel Law • Interpersonal Communication •

**REFERENCES:**

Available upon request.

# Shelley Kelleher

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**Skills** Solomon Dynamics SL Accounting, Paylocity, Harpers, QuickBooks, Access and Excel including VBA, PowerPoint, Word, SAP

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**Lakes Region Community Services**

**Laconia, NH**

**2017-Present** **Vice President & Chief Financial Officer**-Oversee financial administration and risk management of a private non-profit human services agency with a budget of \$27M and 500 employees.

**2012-2016** **Controller**-Responsible for the day-to-day supervision of staff performing the accounting and payroll functions for a private non-profit human services agency with a budget of \$26M.

- Ensure 500 employees are paid accurately
- Manage State and Federal contract funding ensuring compliance.
- Review internal control procedures writing new and updating controls.
- Liaison with external auditors for annual audit, A-133 audit, and 403B audit.
- Prepare monthly financial statements for all businesses with over 300 cost centers.
- 403B Committee member.

**2007-2011** **Senior Staff Accountant**-Maintain the integrity, security, and reliability of the financial systems through accurate and efficient management of the financial records.

- Prepare, review, and distribute monthly operating statements.
- Maintain chart of accounts.
- Perform monthly balance sheet reconciliations.
- Organize data collection and prepare audit schedules for external audit.
- Assist in preparation of the annual budget.

**Arrow Enterprise Storage Solutions/AECS**

**Englewood, CO**

**2001-2006** **Finance Manager**-Manage controls and accuracy of financial data for \$300M division.

- Budget and forecast P&L and ROWC.
- Participate in quarterly business reviews, sales and budget reviews to Senior Management.
- Compile monthly reports for 4 divisions (revenue of \$1 billion) to Senior Management on financial statistics, product line and customer sales, headcount, productivity, and trend analysis.
- Analyze and manage data through Access database and Visual Basic.
- Provide division analysis for the BOD updates and quarterly analyst earnings calls for Arrow Electronics.

**MOCA, Inc. An Arrow Company**

**Marlborough, MA**

**2000-2001** **Senior Manager, Financial Planning and Analysis**-Manage the planning and analysis for MOCA a division of Merisel sold to Arrow Electronics.

- Develop corporate annual budget and monthly forecasts, design department profit and loss analysis, examine monthly expenses, and prepare A/R reserve reports.
- Audit incentive bonus statistics.
- Administer an accounts receivable database including G/L reconciliation, automation of the distribution and the data archive function, and design new reports using Visual Basic programming.
- Supervise financial analyst in CA office.

**1996-2000**

**Merisel, Incorporated**

**Marlborough, MA**

**NAM Reporting and Financial Analysis Manager**-Manage subsidiary reporting and analysis.

- Design and analyze NAM AR Reports for CFO and VP of Financial Services.
- Forecast and analyze actual performance of Balance Sheet Reserves for US and Canadian subsidiary. Present and discuss reserve analysis with the CFO at monthly reserve meeting.
- Manage bad debt process starting at system write-off including collection agency management, PFC process, and database reporting to assist the tracking of collections, bankruptcies, and bad debt trends.
- Prepare and analyze \$12 million US and C\$2 million Canadian budgets for 14 cost centers including monthly DSO and bad debt provision forecast.
- Analyze customer credit worthiness and make credit line recommendations for accounts over \$1 million.
- Coordinate facility move to a new location.
- Developed process to reduce Dun & Bradstreet expenses by \$130,000 annually resulting in a 70% cost reduction.
- Supervise reporting analyst and admin staff.

1987 to 1996

**State Street Bank & Trust Company**

**Quincy, MA**

**Client Service Manager**-Administer the accounting for several large corporate Domestic and International pension and 401k clients with \$4 to \$6 billion in assets.

- Manage a staff of 10.
- Responsible for establishing and maintaining client relationships.
- Reengineer staff workflow which doubled throughput and decreased reporting time by 30%.

**Auditor**-Coordinate the timely completion and accuracy of over 90 monthly financial statements, maintain audit copies with all supporting documentation, implement new procedures, and train employees.

- Audit a daily pricing fund, and maintain control logs for corporate actions and income collection.

Education

Master of Studies in Law  
Wake Forest University Law School  
Winston Salem, NC

December 2019 anticipated graduation  
Business Law and Compliance

Master of Business Administration  
Bentley University, Waltham, MA  
Concentration: Finance

May 1993  
Graduate School of Business

BA in Economics and Political Science  
University of Massachusetts, Boston, MA

July 1987  
School of Arts and Sciences

## KEY ADMINISTRATIVE PERSONNEL

### NH Department of Health and Human Services

Vendor Name:

Lakes Region Community Services

Name of Program/Service:

In-Home Services, In-Home Health Aide, and In-Home Nursing Services

BUDGET PERIOD:			
Name & Title: Key Administrative Personnel	Annual Salary of Key Administrative Personnel	Percentage of Salary Paid by Contract	Total Salary Amount Paid by Contract
Rebecca Bryant, President & CEO	\$135,000	0.00%	\$0.00
Shelley Kelleher, Vice President & CFO	\$95,000	0.00%	\$0.00
Shannon Kelly, Executive Vice President	\$95,000	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
	\$0	0.00%	\$0.00
<b>TOTAL SALARIES (Not to exceed Total/Salary Wages, Line Item 1 of Budget request)</b>			<b>\$0.00</b>

Key Administrative Personnel are top-level agency leadership (Executive Director, CEO, CFO, etc.). These personnel MUST be listed, **even if no salary is paid from the contract**. Provide their name, title, annual salary and percentage of annual salary paid from the agreement.



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

14 mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		<b>\$267,480.08</b>	<b>\$129,931.24</b>	<b>\$397,411.32</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		<b>\$2,066,999.96</b>	<b>\$1,004,203.76</b>	<b>\$3,071,203.72</b>
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		<b>\$5,237.50</b>	<b>\$2,538.64</b>	<b>\$7,776.14</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		<b>\$213,384.92</b>	<b>\$103,669.56</b>	<b>\$317,054.48</b>
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

Lakes Region Community Services (Vendor Code 177251)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

Lake Sunapee Community Health Services (Vendor Code 174248)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lakes Region Community Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 719 North Main Street, Laconia, NH 03246.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017 (Item #8), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$562,225.84 from \$1,336,468 to read: \$1,898,693.84
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2 – Amendment #1
7. Delete Exhibit B-3 in its entirety and replace with: Exhibit B-3 – Amendment #1
8. Add Exhibit K, DHHS Information Security Requirements
9. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Lakes Region Community Services

December 22, 2017  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: President & CEO

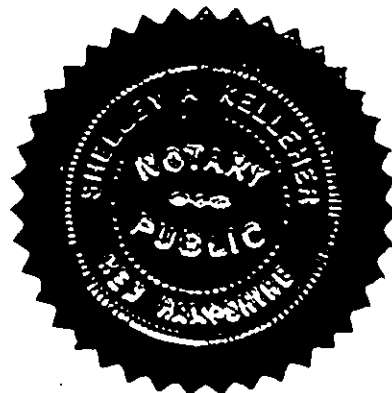
Acknowledgement of Contractor's signature:

State of NH, County of Belknap on December 22, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Shelley A. Kelleher  
Signature of Notary Public or Justice of the Peace

Shelley A Kelleher Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: July 19, 2022







New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

[Signature]  
Name: William A. [Signature]  
Title: Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services (SULLIVAN COUNTY)</b>
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<b>10/1/2016 through 06/30/2017 Service Units</b>				
		Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Services	Unit Type			
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58	\$91,010.00
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58	\$17,167.36

<b>7/1/2017 through 06/30/2018 Service Units</b>				
		Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Services	Unit Type			
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06	\$109,402.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06	\$22,534.40

<b>7/1/2018 through 09/30/2018 Service Units</b>				
		Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
In Home Services	Unit Type			
In Home Care Services (Title XX)	1/2 Hour	10,875	\$10.06	\$109,402.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$10.06	\$22,534.40

Contractor Initials: *RB*  
 Date: *12/22/17*

**Exhibit B-2 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services (Belknap County)</b>
---

<b>10/1/2016 through 06/30/2017 Service Units</b>				
		<b>Total # of Units of Service anticipated to be delivered.</b>		<b>Total Amount of Funding being Requested for each Service</b>
<b>In Home Services</b>	<b>Unit Type</b>		<b>Rate per Service</b>	
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,760.80

<b>7/1/2017 through 06/30/2018 Service Units</b>				
		<b>Total # of Units of Service anticipated to be delivered.</b>		<b>Total Amount of Funding being Requested for each Service</b>
<b>In Home Services</b>	<b>Unit Type</b>		<b>Rate per Service</b>	
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06	\$33,268.42

<b>7/1/2018 through 09/30/2018 Service Units</b>				
		<b>Total # of Units of Service anticipated to be delivered.</b>		<b>Total Amount of Funding being Requested for each Service</b>
<b>In Home Services</b>	<b>Unit Type</b>		<b>Rate per Service</b>	
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,307	\$10.06	\$33,268.42

Contractor Initials: *JB*  
 Date: *12/22/17*

**Exhibit B-3 Rate Sheet, Amendment #1**

**In Home Care, In Home Health Aide, In Home Nursing Services (Grafton County)**

<b>10/1/2016 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,753.61

<b>7/1/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06	\$33,258.36

<b>7/1/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$10.06	\$247,968.94
In Home Care Services (Title III)	1/2 Hour	3,306	\$10.06	\$33,258.36

Contractor Initial: *JB*  
 Date: *12/22/17*



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

*RB*

*12/22/17*



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

Attachment A – Amendment #1

**ATTESTATION**

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Rebecca L Bryant, President & CEO Lakes Region Community Services  
Name, Title, and Agency Name

Rebecca Bryant  
Signature

12/22/17  
Date



J  
mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 6, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$1,945,983 effective October 1, 2016 through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor Code	Address	Amount
Lakes Region Community Services	177251	719 North Main Street Laconia, NH 03246	\$1,336,468
Lake Sunapee Community Health Services	174248	107 Newport Road New London, 03257	\$609,515
		<b>TOTAL:</b>	<b>\$1,945,983</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is **retroactive** because these two (2) vendors have been providing In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services to New Hampshire citizens in the Sullivan County service area since October 1, 2016.



The Department received notification in September that the vendor who was providing these types of services in the Sullivan County area declined to extend their contract for services at the same time other vendors were amending to extend their contracts for the same services. Additionally at the same time, the Department was looking to procure these services via a new procurement. These vendors were also selected through the new procurement request. The Department worked quickly to send new contracts to these two (2) vendors however, the executed contracts were not received in hand from the vendor until early December.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

The Department of Health and Human Services issued a Request for Application on August 10, 2016, applications for sixteen (16) service areas were received from twelve (12) vendors. The contracts were competitively bid. A bid summary is attached. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Nine (9) of the contracts were approved by Governor and Executive Council on December 21, 2016. These two (2) are submitted under separate cover because the services have been provided since October making this request retroactive.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner

**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$64,681.77
2018	540-500382	Contracts for Program Services	\$84,811.74
2019	540-500382	Contracts for Program Services	\$21,203.44
		<b>Sub-total:</b>	<b>\$170,696.95</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$52,532.50
2018	540-500382	Contracts for Program Services	\$70,047.50
2019	540-500382	Contracts for Program Services	\$17,515.00
		<b>Sub-total:</b>	<b>\$140,095.00</b>

		<b>Grand Total:</b>	<b>\$310,791.95</b>
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**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$445,208.95
2018	543-500385	Contracts for Program Services	\$576,447.76
2019	543-500385	Contracts for Program Services	\$144,114.34
		<b>Sub-total:</b>	<b>\$1,165,771.05</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$176,032.50
2018	543-500385	Contracts for Program Services	\$234,710.00
2019	543-500385	Contracts for Program Services	\$58,677.50
		<b>Sub-total:</b>	<b>\$469,420.00</b>

<b>Grand Total:</b>			<b>\$1,635,191.05</b>
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New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points	Reviewer Names
1. <u>Androscoggin Valley Home Care</u>		150	134	1. Tracey Tan, Administrator II Elderly & Adult Services
2. <u>Area Home Care Family Services</u>		150	134	2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140	3. Angele Rivers, Supervisor V, BEAS Adult Prctcn Intake Unit
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140	4. _____
5. <u>CornerStone VNA</u>		150	122	5. _____
6. <u>Franklin VNA &amp; Hospice</u>		150	124	6. _____
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95	7. _____
* 8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131	8. _____
* 9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147	9. _____
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147	
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139	
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139	
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80	
14. <u>The Homemakers Health Services</u>		150	142	
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133	
16. <u>VNA at HCS, Inc.</u>		150	149	

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM -07)


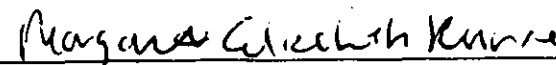
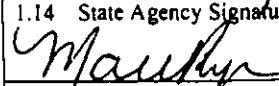
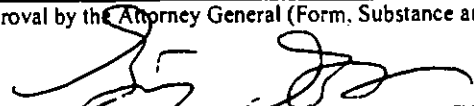
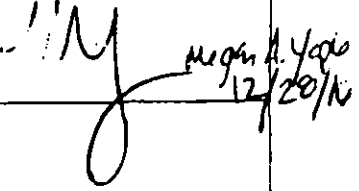
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lakes Region Community Services		1.4 Contractor Address 719 North Main Street Laconia, NH 03246  Mailing is PO Box 509, Laconia, NH 03247	
1.5 Contractor Phone Number 603-581-1500	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018 <del>June 30, 2018</del> (with 17)	1.8 Price Limitation \$1,336,468
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Rebecca L. Bryant Interim Executive Director	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Belknap</u> On <u>11/16/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace Margaret Elizabeth Rennie			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) Date: <u>12/6/16</u>			
By: _____		Director, On: _____	
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/5/16</u> 			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.



14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan, Grafton, and Belknap Counties. The Contractor shall ensure service areas include the towns of:
  - 1.3.1. Acworth, Charlestown, Claremont, Cornish, Croydon, Goshen, Grantham, Langdon, Lempster, Newport, Plainfield, Springfield, Sunapee, Unity, Washington.
  - 1.3.2. Alexandria, Ashland, Bath, Benton, Bethlehem, Bridgewater, Bristol, Campton, Canaan, Dorchester, Easton, Ellsworth, Enfield, Franconia, Grafton, Groton, Hanover, Haverhill, Hebron, Holderness, Landaff, Lebanon, Lincoln, Lisbon, Littleton, Lyman, Lyme, Monroe, Orange, Orford, Piermont, Plymouth, Rumney, Sugar Hill, Thornton, Warren, Waterville Valley, Wentworth, Woodstock.
  - 1.3.3. Alton, Barnstead, Belmont, Center Harbor, Gilford, Gilmanton, Laconia, Meredith, New Hampton, Sanbornton, Tilton.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules,

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and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:

- 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: -Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
- 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
- 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:
      - 2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

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- 2.1.1.3.1.1. Washing dishes;
- 2.1.1.3.1.2. Dusting;
- 2.1.1.3.1.3. Vacuuming;
- 2.1.1.3.1.4. Sweeping;
- 2.1.1.3.1.5. Wet-mopping floors;
- 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
- 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or

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remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;

2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;

2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.

2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.

2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.

2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.

2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

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- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
  - 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.
  - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
  - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN), or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;

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- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.
- 2.2. The Contractor shall administer services as follows:
- 2.2.1. Access to Services
    - 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
    - 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.
  - 2.2.2. Client Request and Application for Services
    - 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
      - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
      - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.
  - 2.2.3. Client Eligibility Requirements for Services

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- 2.2.3.1. The Contractor shall complete an assessment for eligibility, in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

2.2.4. Client Assessments and Service Plans

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

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contribute to the individual's risk of neglect, abuse, and exploitation.

- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

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2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7: Adult Protection Services

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- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

- 2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
- 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
  - 2.2.9.3.1. The individual's full name and date of birth.
  - 2.2.9.3.2. The name of the service being requested.
  - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
  - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

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- 2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list, in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

2.2.10. E-Studio Electronic Information System

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- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
  - 2.2.12.1.1. The client's name.
  - 2.2.12.1.2. The type of service received by the client.
  - 2.2.12.1.3. The date of written complaint or concern of the client.
  - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
  - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

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obligations prior to the completion date such as but not limited to:

2.2.14.1.1. Reducing hours of operation.

2.2.14.1.2. Changing a geographic service area.

2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

2.2.14.2.1. The reasons for the inability to deliver services.

2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

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2.2.15.1.3.A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

- 3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.
- 3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

**4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section

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2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

## 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.
  - 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2:
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

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- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

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Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1, Rate Sheet; Exhibit B-2, Rate Sheet; and Exhibit B-3, Rate Sheet.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet; Exhibit B-2, Rate Sheet; and Exhibit B-3, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

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**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services (SULLIVAN COUNTY)**

<b>10/1/2016 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	9,500	\$9.58	\$91,010.00
In Home Care Services (Title III)	1/2 Hour	1,792	\$9.58	\$17,167.36

<b>7/1/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	10,875	\$9.58	\$104,182.50
In Home Care Services (Title III)	1/2 Hour	2,240	\$9.58	\$21,459.20

<b>7/1/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	2,719	\$9.58	\$26,048.02
In Home Care Services (Title III)	1/2 Hour	560	\$9.58	\$5,364.80

Contractor Initials: RB

Date: 11/16/16

**Exhibit B-2 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services (Belknap County)**

**10/1/2016 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

**7/1/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

**7/1/2018 through 09/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials:

*RB*

Date:

*11/16/18*

**Exhibit B-3 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services (Grafton County)**

<b>10/1/2016 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,486	\$9.58	\$177,099.47
In Home Care Services (Title III)	1/2 Hour	2,480	\$9.58	\$23,757.20

<b>7/1/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,649	\$9.58	\$236,132.63
In Home Care Services (Title III)	1/2 Hour	3,307	\$9.58	\$31,676.27

<b>7/1/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	6,162	\$9.58	\$59,033.16
In Home Care Services (Title III)	1/2 Hour	827	\$9.58	\$7,919.07

Contractor Initials: RB

Date 11/16/18



**SPECIAL PROVISIONS**

Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment, in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

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Date 1/11/14



New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEO):** The Contractor will provide an Equal Employment Opportunity Plan (EEO) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

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Date 11/14/16



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

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Date 11/16/16



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

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11/16/16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

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**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

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11/14/16

New Hampshire Department of Health and Human Services

Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name: *AMES REGIONAL Community SERVICES*

*11/16/16*  
 Date

*Rebecca L. Bryant*  
 Name:  
*INTERIM EXECUTIVE DIRECTOR*  
 Title:



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: Lakes Region Community Services

11/16/16  
Date

Rebecca Bryant  
Name: Rebecca Bryant  
Title: Interim Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
- 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/10/16

Date

Roseanne Bryant  
Name: ROSEANNE L. BRYANT  
Title: INTERIM EXECUTIVE DIRECTOR

RB  
11/10/16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

*RB*

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

*11/19/16*

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: LAKES REGION Community Services

11/16/16  
Date

Rebecca L Bryant  
Name: Rebecca L Bryant  
Title: Interim Executive Director

Exhibit G

Contractor Initials

RB

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

11/16/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: Lakes Region Community Services

11/16/16  
Date

Rebecca L Bryant  
Name: Rebecca L Bryant  
Title: Interim Executive Director



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104,191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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11/16/16



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

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11/16/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (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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11/16/16



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

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Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

RB  
Date 11/14/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>_____ The State</p> <p><u>Maurice Ryan</u> Signature of Authorized Representative</p> <p><u>Maurice Ryan</u> Name of Authorized Representative</p> <p><u>Director, OHS</u> Title of Authorized Representative</p> <p><u>12/6/14</u> Date</p>	<p><u>LAKES REGION Community Services</u> Name of the Contractor</p> <p><u>Rebecca Bryant</u> Signature of Authorized Representative</p> <p><u>Rebecca L. Bryant</u> Name of Authorized Representative</p> <p><u>Interim Executive Director</u> Title of Authorized Representative</p> <p><u>11/16/16</u> Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: LAKES REGION COMMUNITY SERVICES

11/16/16  
Date

Rebecca Bryant  
Name: Rebecca L. Bryant  
Title: Interim Executive Director



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 122778277
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____

Contractor Initials RB  
Date 11/14/13



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lake Sunapee Community Health Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 107 Newport Road, New London, NH 03257.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017 (Item #8), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$1,188,670.45
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4-25-19  
Date

*Deborah D. Schlette*  
Name: Deborah D. Schlette  
Title: Director, Division Long Term Supports and Services

Lake Sunapee Community Health Services

4/16/19  
Date

*James Coltrane*  
Name: James Coltrane  
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on April 16<sup>th</sup>, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

*Brenda Cooper*  
Signature of Notary Public or Justice of the Peace

Brenda Cooper Front Desk Adm.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2/25/20

**BRENDA R. COOPER**  
Notary Public - New Hampshire  
My Commission Expires February 25, 2020

**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

*[Signature]*  
Name: *Nancy J. Smith*  
Title: *Sr. Asst. Atty. General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:




Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

  
4/16/19



**Exhibit B-1 Rate Sheet - Amendment #2**

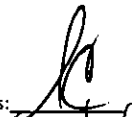
<b>Lake Sunapee Health Services Adult In-Home Care</b>
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01/01/2017 through 06/30/2017 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	18,375	\$9.58	\$ 176,032.50
Title IIIB In Home Services	1/2 Hour	3,375	\$9.58	\$ 32,332.50
Title IIIB Home Health Aide	1/2 Hour	1,616	\$12.50	\$ 20,200.00
Title IIIB Nursing	1/2 Hour	0	\$24.50	\$ -

07/01/2017 through 06/30/2018 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	24,500	\$10.06	\$ 246,470.00
Title IIIB In Home Services	1/2 Hour	4,500	\$10.06	\$ 45,270.00
Title IIIB Home Health Aide	1/2 Hour	2,155	\$13.13	\$ 28,295.15
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2018 through 06/30/2019 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	24,500	\$10.06	\$ 246,470.00
Title IIIB In Home Services	1/2 Hour	4,500	\$10.06	\$ 45,270.00
Title IIIB Home Health Aide	1/2 Hour	2,155	\$13.13	\$ 28,295.15
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

07/01/2019 through 06/30/2020 Service Units				
In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	20,539	\$12.00	\$ 246,470.00
Title IIIB In Home Services	1/2 Hour	3,773	\$12.00	\$ 45,270.00
Title IIIB Home Health Aide	1/2 Hour	1,768	\$16.00	\$ 28,295.15
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

Contractor Initials:   
Date: 4/16/19



DHHS Information Security Requirements

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A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

  
Date 4/16/19



DHHS Information Security Requirements

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mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

  
4/16/19



DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open

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DHHS Information Security Requirements

wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.


9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

**III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS**

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

**A. Retention**

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

  
4/16/19



DHHS Information Security Requirements

whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

*RC*  
4/16/19



Exhibit K

DHHS Information Security Requirements

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3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

*[Handwritten Signature]*  
9/16/19

New Hampshire Department of Health and Human Services



Exhibit K

DHHS Information Security Requirements

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the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.





Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

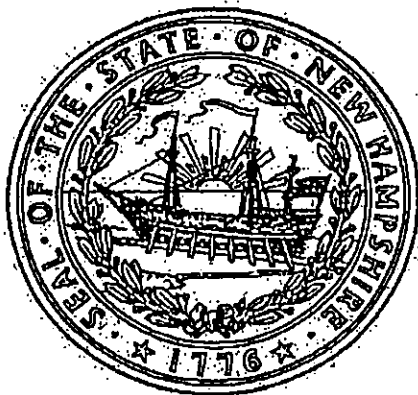
State of New Hampshire  
Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE COMMUNITY HEALTH SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 01, 1990. 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: 149122

Certificate Number: 0004468170



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 March A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Filing History

 [Back to Home \(/online\)](#)

<b>Business Name</b>	<b>Business ID</b>
LAKE SUNAPEE COMMUNITY HEALTH SERVICES	149122

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003061595	03/09/2015	03/09/2015	Annual Report	2015
0001037239	03/18/2011	03/18/2011	Reinstatement	2010
0001037238	02/15/2011	02/15/2011	Admin Dissolution/Suspension	N/A
0001037237	10/08/2010	10/08/2010	Reminder Letter	N/A
0001037235	12/01/2005	12/01/2005	Annual Report	2005
0001037234	08/06/2003	08/06/2003	Change of Business Address	N/A
0001037233	04/23/2001	04/23/2001	Reinstatement	2000
0001037232	02/01/2001	02/01/2001	Admin Dissolution/Suspension	N/A
0001037231	01/20/1995	01/20/1995	Annual Report	1995
0001037230	02/01/1990	02/01/1990	Business Formation	N/A

Page 1 of 1, records 1 to 10 of 10

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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**CERTIFICATE OF VOTE**

I, DONALD EBERLY, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of LAKE SUNAPEE VNA + HOSPICE  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 3-26-2019 :  
(Date)

**RESOLVED:** That the JAMES CULHANE  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 17<sup>th</sup> day of April, 2019.  
(Date Amendment Signed)

4. James Culhane is the duly elected President + CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

[Signature]  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of MERRIMACK

The forgoing instrument was acknowledged before me this 17<sup>th</sup> day of April, 2019.

By Donald Eberly  
(Name of Elected Officer of the Agency)

**BRENDA R. COOPER**  
Notary Public - New Hampshire  
My Commission Expires February 25, 2020

[Signature]  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: 2-25-20



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/17/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	<b>CONTACT NAME:</b> Kimberly Gutekunst <b>PHONE (A/C. No. Ext):</b> 603-882-2766 <b>E-MAIL ADDRESS:</b> kgutekunst@eatonberube.com	<b>FAX (A/C. No.):</b> 603-886-4230
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURER A:</b> American Alternative Ins Corp		<b>NAIC #</b>
<b>INSURED</b> LAKSU Lake Sunapee Community Health Services 107 Newport Road, PO Box 2209 New London NH 03257	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	
	<b>INSURER G:</b>	

**COVERAGES**

CERTIFICATE NUMBER: 1846891164

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			VHHHHG305466106	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
							MED EXP (Any one person)	\$ 50,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 3,000,000
							PRODUCTS - COMP/POP AGG	\$ 3,000,000
								\$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			VHHHHA105063602	3/1/2019	3/1/2020	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE  DED:      RETENTION \$			VHHHHX535060705	3/1/2019	3/1/2020	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
A	Professional Liability			VHHHHG305466106	3/1/2019	3/1/2020	1,000,000 per claim	3,000,000 aggr
A	Crime			VHHHHM270032006	3/1/2019	3/1/2020	Fidelity	\$500,000
A				VHHHHP205200006	3/1/2019	3/1/2020	Property	\$2,665,390

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
 Visiting Nurse Association and Hospice

**CERTIFICATE HOLDER****CANCELLATION**

State of New Hampshire  
 Department of Health and Human Services  
 129 Pleasant St  
 Concord NH 03301

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/16/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer any rights to the certificate holder in lieu of such endorsement(s).

PRODUCER: USI Insurance Services LLC, 3 Executive Park Drive, Suite 300, Bedford, NH 03110, 855 874-0123. CONTACT NAME, PHONE (A/C, No, Ext): 855 874-0123, FAX (A/C, No):, E-MAIL ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #: INSURER A : Technology Insurance Company, Inc. 42376. INSURED: Lake Sunapee Community Health Services, PO Box 2209, New London, NH 03257. INSURER B:, INSURER C:, INSURER D:, INSURER E:, INSURER F:

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSR, SUBR INSR, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation and Employers' Liability.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

\*\*\*Workers Compensation\*\*\* 3.A. NH RE: Evidence of Coverage.

CERTIFICATE HOLDER CANCELLATION

CERTIFICATE HOLDER: Bureau of Contracts & Procurement, Department of Health & Human Services, 129 Pleasant Street, Concord, NH 03301. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

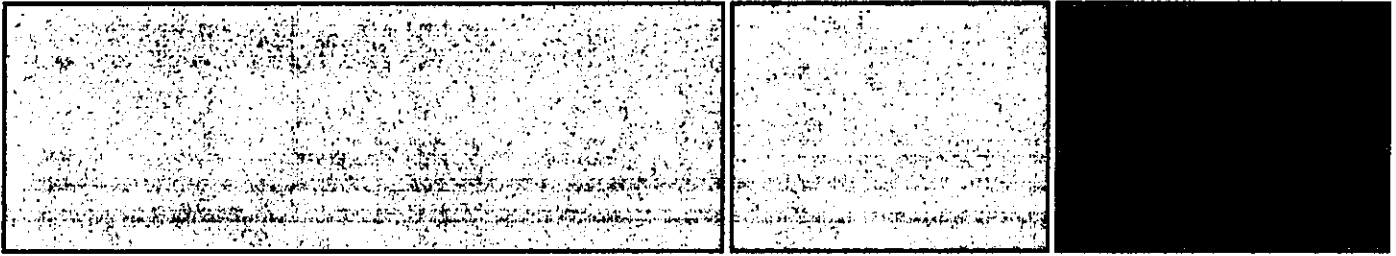
**Mission Statement**  
**Lake Sunapee Region VNA**

*Lake Sunapee Region VNA & Hospice provides health care and hospice services for individuals and families in homes and community settings, fostering continuity of care across settings, and enabling people to stay in their homes as long as possible.*

**Note:**

- **Lake Sunapee Community Health Services is a wholly-owned affiliate of Lake Sunapee Region VNA**





# Lake Sunapee Region VNA & Hospice

CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2018 and 2017

With Independent Auditor's Report





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations

We have audited the accompanying consolidated financial statements of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations, which comprise the consolidated balance sheets as of September 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations as of September 30, 2018 and 2017, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire

December 6, 2018

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Balance Sheets

September 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 930,503	\$ 1,797,942
Cash - fiscal agent	20,073	29,863
Short-term investments	509,905	-
Patient accounts receivable, less allowance for uncollectible accounts of \$215,097 in 2018 and \$267,064 in 2017	1,724,127	1,410,842
Other receivables	9,694	11,543
Prepaid expenses	<u>207,335</u>	<u>60,646</u>
Total current assets	3,401,637	3,310,836
Investments	2,482,126	1,953,401
Property and equipment, net	<u>1,213,940</u>	<u>1,247,197</u>
Total assets	<u>\$ 7,097,703</u>	<u>\$ 6,511,434</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 61,782	\$ 102,983
Accrued payroll and related expenses	459,550	419,371
Deferred revenue	393,105	281,042
Due to fiscal agent	<u>20,073</u>	<u>29,863</u>
Total current liabilities and total liabilities	<u>934,510</u>	<u>833,259</u>
Net assets		
Unrestricted	6,036,421	5,560,858
Temporarily restricted	47,239	37,784
Permanently restricted	<u>79,533</u>	<u>79,533</u>
Total net assets	<u>6,163,193</u>	<u>5,678,175</u>
Total liabilities and net assets	<u>\$ 7,097,703</u>	<u>\$ 6,511,434</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Operations

Years Ended September 30, 2018 and 2017

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$10,115,965	\$ 9,757,015
Provision for bad debts	<u>(188,511)</u>	<u>(165,747)</u>
Net patient service revenue	9,927,454	9,591,268
Net assets released from restrictions for operations	36,056	30,056
Other operating revenue	<u>96,444</u>	<u>87,625</u>
Total operating revenue	<u>10,059,954</u>	<u>9,708,949</u>
Operating expenses		
Salaries and benefits	8,631,557	8,106,349
Supplies and other operating expenses	1,234,808	1,189,906
Professional fees and contract services	381,468	379,312
Depreciation	<u>126,999</u>	<u>128,067</u>
Total operating expenses	<u>10,374,832</u>	<u>9,803,634</u>
Operating loss	<u>(314,878)</u>	<u>(94,685)</u>
Other revenue and gains		
Contributions	403,596	452,783
Municipal appropriations/United Way	91,990	93,537
Investment income	41,623	16,149
Change in fair value of investments	<u>232,611</u>	<u>214,275</u>
Total other revenue and gains	<u>769,820</u>	<u>776,744</u>
Excess of revenue and gains over expenses and losses	454,942	682,059
Net assets released from restrictions for capital acquisition	<u>20,621</u>	<u>10,000</u>
Increase in unrestricted net assets	<u>\$ 475,563</u>	<u>\$ 692,059</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

**LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS**

**Consolidated Statements of Changes in Net Assets**

**Years Ended September 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Unrestricted net assets		
Excess of revenue and gains over expenses and losses	\$ 454,942	\$ 682,059
Net assets released from restrictions for capital acquisition	<u>20,621</u>	<u>10,000</u>
Change in unrestricted net assets	<u>475,563</u>	<u>692,059</u>
Temporarily restricted net assets		
Contributions	66,132	39,000
Net assets released from restrictions for operations	(36,056)	(30,056)
Net assets released from restrictions for capital acquisition	<u>(20,621)</u>	<u>(10,000)</u>
Change in temporarily restricted net assets	<u>9,455</u>	<u>(1,056)</u>
Change in net assets	485,018	691,003
Net assets, beginning of year	<u>5,678,175</u>	<u>4,987,172</u>
Net assets, end of year	<u>\$ 6,163,193</u>	<u>\$ 5,678,175</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

**LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS**

**Consolidated Statements of Cash Flows**

**Years Ended September 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 485,018	\$ 691,003
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	126,999	128,067
Provision for bad debts	188,511	165,747
Change in fair value of investments	(232,611)	(214,275)
(Increase) decrease in the following assets:		
Patient accounts receivable	(501,796)	421,664
Other receivables	1,849	1,566
Prepaid expenses	(146,689)	4,408
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	(41,201)	(24,913)
Accrued payroll and related expenses	40,179	21,088
Deferred revenue	<u>112,063</u>	<u>(44,283)</u>
Net cash provided by operating activities	<u>32,322</u>	<u>1,150,072</u>
Cash flows from investing activities		
Purchase of short-term investments	(509,905)	-
Purchase of investments	(296,114)	(416,266)
Capital expenditures	<u>(93,742)</u>	<u>(60,168)</u>
Net cash used by investing activities	<u>(899,761)</u>	<u>(476,434)</u>
Net (decrease) increase in cash and cash equivalents	(867,439)	673,638
Cash and cash equivalents, beginning of year	<u>1,797,942</u>	<u>1,124,304</u>
Cash and cash equivalents, end of year	<u>\$ 930,503</u>	<u>\$ 1,797,942</u>

---

The accompanying notes are an integral part of these consolidated financial statements.

# LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2018 and 2017

### 1. Summary of Significant Accounting Policies

#### Organization

Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations - Lake Sunapee Home Care and Hospice, d/b/a Lake Sunapee Region Visiting Nurse Association, and Lake Sunapee Community Health Services (collectively, the Association) - are non-profit corporations organized in the State of New Hampshire.

Lake Sunapee Region Visiting Nurse Association's primary purpose is to act as a holding company for Lake Sunapee Home Care and Hospice and Lake Sunapee Community Health Services.

#### Affiliated Organizations

Lake Sunapee Home Care and Hospice's primary purposes are to provide management services to its affiliate and to provide home health and hospice care services to residents in surrounding communities.

Lake Sunapee Community Health Service's primary purpose is to provide personal care, homemaking and community clinic services to residents in surrounding communities.

#### Principles of Consolidation

The consolidated financial statements include the accounts of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations. The affiliations are through common board membership. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

#### Income Taxes

The Association is comprised of public charities under Section 501(c)(3) of the Internal Revenue Code. As public charities, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.



# LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2018 and 2017

### Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

### Cash and Cash Equivalents

Cash and cash equivalents include certificates of deposit with an original maturity of twelve months or less.

The Association has cash deposits in several major financial institutions which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

### Investments

Investments are reported at fair value. Investment income and the change in fair value are included in the excess of revenue over expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

### Allowance for Uncollectible Accounts

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 267,064	\$ 263,151
Provision	188,511	165,747
Write-offs	<u>(240,478)</u>	<u>(161,834)</u>
Balance, end of year	<u>\$ 215,097</u>	<u>\$ 267,064</u>

The decrease in the allowance for uncollectible accounts is due to settlement of a portion of the Medicare denials previously considered uncollectible.

**Property and Equipment**

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over their useful lives of the related assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as unrestricted net assets and excluded from the excess of revenues over expenses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as temporarily restricted net assets. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

**Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Association has been limited by donors to a specific time period or purpose. Temporarily restricted net assets amount to \$47,239 and \$37,784 at September 30, 2018 and 2017, respectively.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is to be used for hospice services and education. Permanently restricted net assets amount to \$79,533 at September 30, 2018 and 2017.

**Deferred Revenue**

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

# LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2018 and 2017

### Patient Service Revenue

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed-rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

### Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the consolidated statement of operations as net assets released from restrictions.

### Excess of Revenue and Gains Over Expenses and Losses

The consolidated statements of operations reflect the excess of revenue and gains over expenses and losses. Changes in unrestricted net assets which are excluded from the excess of revenue and gains over expenses and losses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

2. Investments

Investments, stated at fair value, are as follows:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 403,581	\$ 287,402
Mutual funds	<u>2,078,545</u>	<u>1,665,999</u>
Total	<u>\$ 2,482,126</u>	<u>\$ 1,953,401</u>

Fair Value

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Association's investments is measured on a recurring basis using Level 1 inputs.

3. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 366,393	\$ 366,393
Building and improvements	1,195,832	1,168,477
Furniture and equipment	1,466,716	1,400,329
Leasehold improvements	<u>48,967</u>	<u>48,967</u>
Total cost	3,077,908	2,984,166
Less accumulated depreciation	<u>1,863,968</u>	<u>1,736,969</u>
Property and equipment, net	<u>\$ 1,213,940</u>	<u>\$ 1,247,197</u>

# LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

## Notes to Consolidated Financial Statements

September 30, 2018 and 2017

### 4. Line of Credit

The Association has a \$500,000 line of credit with a local bank, payable on demand through January 2020 and collateralized by all business assets with interest at the bank's prime lending rate. The interest rate was 3.50% at September 30, 2018. There was no outstanding balance at September 30, 2018 and 2017.

### 5. Endowment

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the organization in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Association; and
- (7) The investment policies of the Association.

The Association's donor-restricted endowments are invested in cash and cash equivalents. All income earned is expended in the year earned. There was no change in fair value in 2018 or 2017.

There are no board-designated endowments. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

6. Patient Service Revenue

Patient service revenue follows:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 6,866,636	\$ 6,633,686
Medicaid	720,459	742,987
Other third-party insurance	1,208,040	990,203
Private pay	<u>1,320,830</u>	<u>1,390,139</u>
Total	<u>\$10,115,965</u>	<u>\$ 9,757,015</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the consolidated financial statements.

The Association is able to provide charity care through a combination of local community support. Local community support consists of donor contributions and municipal appropriations.

7. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$ 8,123,118	\$ 7,927,241
Administrative and general	<u>2,251,714</u>	<u>1,876,393</u>
Total	<u>\$10,374,832</u>	<u>\$ 9,803,634</u>

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2018 and 2017

8. **Malpractice Insurance**

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at September 30, 2018 and 2017, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

9. **Retirement Plan**

The Association has a defined contribution plan under Internal Revenue Code Section 403(b), which covers substantially all employees. Contributions amounted to \$151,571 and \$135,691 for the years ended September 30, 2018 and 2017, respectively.

10. **Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are uninsured under third-party agreements. Following is a summary of accounts receivable by funding source:

	<u>2018</u>	<u>2017</u>
Medicare	54 %	55 %
Medicaid	9	14
Other	<u>37</u>	<u>31</u>
Total	<u>100 %</u>	<u>100 %</u>

11. **Fiscal Agent**

The Association is the fiscal agent for the Eastman Community Association (Eastman), which is an Internal Revenue Code Section 501(c)(4) organization located in Grantham, New Hampshire. The Association is handling the collection of donations for Eastman's Community Nurse position. Funds held as the fiscal agent are reflected as an asset and liability in the consolidated balance sheets.

12. **Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through December 6, 2018, which is the date the financial statements were available to be issued.

**Lake Sunapee Region Visiting Nurse Association d/b/a  
Lake Sunapee Region VNA & Hospice  
Board of Trustees  
As of February 2019**

Donald A. Eberly, MD 1/2020(T4) <b>Chairperson</b>	Ann Dewey 1/2021 (T1)  Daniel Junius 1/2020(T1)
Kieran Kays 1/2022(T2) <b>Vice Chair</b>	Beverley Rankin 2/2022 (T1)
Maynard Goldman 1/2022(T4) <b>Treasurer</b>	Linda Scofield 1/2021 T1)
George, (Bo) Quackenbos 1/2020(T2) <b>Secretary</b>	Mary Scott 1/2021 (T1)  Neil Shifrin, PhD 2/2022 (T1)
Sheldon Boege 1/2021(T3) <b>Chairperson Ex-Officio</b>	Ginni Walsh 1/2021(T2)
Linda Brenner CHS	Deanna Wilson 1/2021(T2)
Jim Culhane <b>President &amp; CEO</b>	Michael Wood, Esq. 1/2021(T2)



# Michelle L. Brown

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## MANAGEMENT PROFESSIONAL

*Operations MANAGEMENT/MARKETING MANAGEMENT /Customer Service MANAGEMENT*

A high-energy, operations and business/sales professional with a solid track record of performance in business development, operations management on both a local and regional level and customer service relations. Key strengths include the ability to meet and exceed goals/targets, a knack for connecting with decision makers and the ability to transfer the secrets of sales and account management to others. Excellent presentation, negotiation, closing, and follow through skills.

Territory Management & Market Growth  
Human Resource Management  
Market Research & Trend Analysis

Teambuilding, Coaching, & Leadership  
Sales Analysis & Reporting  
Staffing leadership/management

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## SUMMARY OF QUALIFICATIONS

- Expertise and versatility in all facets of the sales cycle including pre-sales planning, marketing, account management, and post-sales support.
  - Exceptional business, sales, and staffing leadership/management competencies.
  - Ability to conceive innovative direct marketing campaigns that increase product awareness, market share and company profitability. Develop strategies and follow through to ensure successful implementation.
  - Outstanding success in building and maintaining relationships with key decision makers, establishing accounts with excellent levels of retention and loyalty.
  - Successful in daily operations analyzing trends in customer needs. Proficient in recognizing and launching steps needed to obtain objectives.
  - Thrive on challenges to overcome obstacles with solutions that are sound and financially feasible.
- 

## PROFESSIONAL EXPERIENCE

### **Lake Sunapee VNA & Hospice, New London, NH Director Community Health Services (Feb 2016 to present)**

As a member of the Senior Leadership Team, I assist with the day to day operations of the company as well as direct the Community Health Service Program Private Duty which includes, private duty, state Medicaid Waiver program, TXX and IIIB state grants, Community clinics, Respite Program and supplemental staffing contracts. Daily decisions making on operations, education, hiring, revising policy and procedures, disciplinary actions, terminations and more. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Manage 325+ patients and 85+ employees. put in place for the company an LNA scholarship program to educate and promote from within, hired a recruiter and implemented new software system for electronic care plans for paraprofessionals to include patient signatures, time and travel and tracking options... Assist with referrals for both Home care and Hospice programs

# Michelle Brown

Page Two

## **Birch Heights Senior Living, Derry, NH Sales Leader (July 2015-Feb 2016)**

Responsible for the sales cycle of all leads including walk-ins, internet leads, referral sources and community outreach. Build relationships with potential resident, family members, and referral sources. Tour the community, show available apartments, prepare leases and obtain signatures. Responsible for data base, booking tours, community events and working the data base daily

## **Family Private Care, Melbourne, FL Administrator (Nov 2013-May 2015) Account Executive (Feb 2013-Nov 2013)**

Maintain knowledge of current Federal, State and local legislation that affects health care delivery. Assist in hiring new personal including conducting job fairs, group interviews and orientations. Accountable for new start up preparation for state survey which was deficiency free. Conduct the day to day operations of the branch. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation, rate negotiations and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources

## **Live Long WellCare, Vero Beach, FL Administrator (Aug 2011- Feb 2013) Branch Closed**

Generated PER report for ACHC Accreditation and Medicare Certification by cross referencing policies and procedures for upcoming survey. Maintain knowledge current Federal, State and local legislation that affected health care delivery. Assist in hiring new personal including conducting job fairs, group interviews and orientations. Conduct the day to day operations of the branch. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation, rate negotiations and customer service activities.

## **Visiting Home Care, Melbourne, FL Community Relations (2010-Aug 2011)**

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

# Michelle Brown

Page Three

**GulfCity Home Care, Port Charlotte, FL**  
**Community Liaison (2009 / 2009)-Moved**

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

**NurseCore Management Services, Port Charlotte, FL**  
**Regional Vice President (2005 / 2009)**  
**Branch Director (2003 / 2005)**

Directed regional sales initiatives, hired, trained, and developed a staff of 4 branch directors to increase performance results in 4 branch locations, directly held accountable for P&L statements, budgets, business development and sales growth. Directed staff of 700 plus employees which included direct staff and field staff, developed state, local and national contracts, rate negotiation, staffing, maintained knowledge of current Federal, State and local legislation that affected health care delivery. Reported directly to the VP of Operations/CEO.

- Developed Recruitment and Retention Committee and assisted in revision of policy and procedures.
- Profitable region 3 years in a row.
- Promoted from Branch Director to Regional VP in 2005.
- As Branch Director achieved negative profit status to profitable status in less than 2 months.
- Assisted other Regional VP's with sales growth in their regions which included traveling throughout the country.

**Medical Staffing Network, Tallahassee, FL**  
**Branch Director (2003 / 2003) Branch Closure**

Directed sales initiatives, hired, trained and developed staff of 7 office employees and 100 field employees, held accountable for P&L statements, budgets, business development, staffing and sales growth.

- Achieved negative profit status to profitable status in less than 3 months.
- Directly responsible for changing local negative perception to a positive perception.

**Capital Regional Medical Center, Tallahassee, FL**  
**Employment Coordinator/HR Generalist (2000 / 2003)**

Human Resources partner supporting HR Department, Managers and Employees regarding recruitment, retention, compensation, benefits, policy interpretation and employee relations Lead and conduct recruitment from entry level to upper management positions, (clinical and non-clinical) placement of advertising and job fairs..

- Provided human resources support to 600 employees including problem identification and resolution.
- Developed and implemented a direct marketing campaign designed to reduce a 22% hospital vacancy rate to 1% in 4 months.

## **EDUCATION, PROFESSIONAL TRAINING and HONORS**

### **Flint Hills Vocational School, Emporia, KS**

- Completed required hours of coursework in CNA and CMA.

### **Capital Regional Medical Center, Tallahassee, FL**

- Completed 80 hours of professional training in DDI Behavioral Interviewing (2002).

### **National Association of Professional Women**

Honored member 2013

### **Strathmore**

- Strathmore's Who's Who 2007

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Brown	CHS Director	\$84,864	20%	\$16,972



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Christine L. Santaniello  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4912 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council, on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to: assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

Lakes Region Community Services (Vendor Code 177251)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

Lake Sunapee Community Health Services (Vendor Code 174248)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		<b>\$442,961.91</b>	<b>\$215,247.76</b>	<b>\$658,209.67</b>

**VNA at HCS (Vendor Code 177274)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		<b>\$1,529,147.80</b>	<b>\$742,898.46</b>	<b>\$2,272,046.26</b>

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Lake Sunapee Community Health Services (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 107 Newport Road, New London, NH 03257.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on March 8, 2017 (Item #8), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$259,120.30 from \$609,515.00 to read: \$868,635.30.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/25/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Lake Sunapee Community Health Services

1/15/18  
Date

James Colthart  
Name: James Colthart  
Title: President/CEO

Acknowledgement of Contractor's signature:

State of NH, County of Merrimack on JAN 15 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

[Signature]  
Signature of Notary Public or Justice of the Peace

Brenda Cooper, Trust Desk Assoc.  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 2-25-20

**BRENDA R. COOPER**  
Notary Public - New Hampshire  
My Commission Expires February 25, 2020




**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/25/2020  
Date

  
Name: Nancy J. Smith  
Title: Senior Asst Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit K

**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

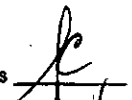
  
1/15/14



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

AC  
7/15/18

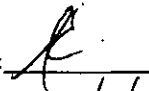
**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	18,375	\$9.58	\$176,032.50
In Home Care Services (Title III)	1/2 Hour	3,375	\$9.58	\$32,332.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,616	\$12.50	\$20,200.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	24,500	\$10.06	\$246,470.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$10.06	\$45,270.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$13.13	\$28,295.15
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
<b>In Home Services</b>				
In Home Care Services (Title XX)	1/2 Hour	24,500	\$10.06	\$246,470.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$10.06	\$45,270.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$13.13	\$28,295.15
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials:   
 Date: 1/17/18

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

James Colhane, President/CEO Lake Sunapee Community Health Services

Name, Title, and Agency Name

[Signature]

Signature

1/15/18

Date



J  
Mac

**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**OFFICE OF HUMAN SERVICES**  
**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Maureen U. Ryan  
 Director of Human  
 Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9203 1-800-351-1888  
 Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

February 6, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into **retroactive** agreements with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$1,945,983 effective October 1, 2016 through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor Code	Address	Amount
Lakes Region Community Services	177251	719 North Main Street Laconia, NH 03246	\$1,336,468
Lake Sunapee Community Health Services	174248	107 Newport Road New London, 03257	\$609,515
		<b>TOTAL:</b>	<b>\$1,945,983</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Years 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is **retroactive** because these two (2) vendors have been providing In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services to New Hampshire citizens in the Sullivan County service area since October 1, 2016.

The Department received notification in September that the vendor who was providing these types of services in the Sullivan County area declined to extend their contract for services at the same time other vendors were amending to extend their contracts for the same services. Additionally at the same time, the Department was looking to procure these services via a new procurement. These vendors were also selected through the new procurement request. The Department worked quickly to send new contracts to these two (2) vendors however, the executed contracts were not received in hand from the vendor until early December.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to: assistance with preparing and administering medication; providing a health evaluation and developing a health and wellness plan.

The Department of Health and Human Services issued a Request for Application on August 10, 2016, applications for sixteen (16) service areas were received from twelve (12) vendors. The contracts were competitively bid. A bid summary is attached. The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

Nine (9) of the contracts were approved by Governor and Executive Council on December 21, 2016. These two (2) are submitted under separate cover because the services have been provided since October making this request retroactive.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 and SFY 2020-2021 biennia.

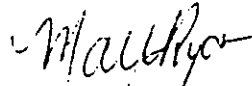
The contracts, as indicated in Exhibit C-1, include renewal language for up to two (2) additional years, based upon the satisfactory delivery of services, continued availability of supporting funds, and Governor and Executive Council approval.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, may be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

Area served: Statewide

Source of Funds: 43% Federal Funds between two grants, United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044, Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667, and 57% General Funds.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services

Approved by:



Jeffrey A. Meyers  
Commissioner



**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$64,681.77
2018	540-500382	Contracts for Program Services	\$84,811.74
2019	540-500382	Contracts for Program Services	\$21,203.44
		<b>Sub-total:</b>	<b>\$170,696.95</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	540-500382	Contracts for Program Services	\$52,532.50
2018	540-500382	Contracts for Program Services	\$70,047.50
2019	540-500382	Contracts for Program Services	\$17,515.00
		<b>Sub-total:</b>	<b>\$140,095.00</b>

<b>Grand Total:</b>			<b>\$310,791.95</b>
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**RFA-2017-BEAS-01-INHOM  
FISCAL DETAILS**

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Lakes Region Community Services (Vendor Code 177251),**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$445,208.95
2018	543-500385	Contracts for Program Services	\$576,447.76
2019	543-500385	Contracts for Program Services	\$144,114.34
		<b>Sub-total:</b>	<b>\$1,165,771.05</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

<b>SFY</b>	<b>Class/Object Code</b>	<b>Class Title</b>	<b>Amount</b>
2017	543-500385	Contracts for Program Services	\$176,032.50
2018	543-500385	Contracts for Program Services	\$234,710.00
2019	543-500385	Contracts for Program Services	\$58,677.50
		<b>Sub-total:</b>	<b>\$469,420.00</b>

	<b>Grand Total:</b>	<b>\$1,635,191.05</b>
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New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

**In Home Care, In Home Health Aide, In Home Nursing Services**

**RFA-2017-BEAS-01-INHOM**

RFA Name

RFA Number

Reviewer Names

- | Bidder Name  | Pass/Fail | Maximum Points | Actual Points |
|--|-----------|----------------|---------------|
| 1. <u>Androscoggin Valley Home Care</u>                                |           | 150            | 134           |
| 2. <u>Area Home Care Family Services</u>                               |           | 150            | 134           |
| 3. <u>Child &amp; Family Services (Hillsborough CO)</u>                |           | 150            | 140           |
| 4. <u>Child &amp; Family Services (Merrimack CO)</u>                   |           | 150            | 140           |
| 5. <u>ComerStone VNA</u>   |           | 150            | 122           |
| 6. <u>Franklin VNA &amp; Hospice</u>                                   |           | 150            | 124           |
| 7. <u>Lake Sunapee Region VNA &amp; Hospice</u>                        |           | 150            | 85            |
| * 8. <u>Lakes Region Community Services (Belknap CO)</u>               |           | 150            | 131           |
| * 9. <u>Lakes Region Community Services (Grafton CO)</u>               |           | 150            | 147           |
| 10. <u>Lakes Region Community Services (Sullivan CO)</u>               |           | 150            | 147           |
| 11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>    |           | 150            | 139           |
| 12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u> |           | 150            | 139           |
| 13. <u>Northwoods Home Health &amp; Hospice</u>                        |           | 150            | 80            |
| 14. <u>The Homemakers Health Services</u>                              |           | 150            | 142           |
| 15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>    |           | 150            | 133           |
| 16. <u>VNA at HCS, Inc.</u>  |           | 150            | 149           |

- | Reviewer Names   |
|--|
| 1. Tracey Tart, Administrator II Elderly & Adult Services          |
| 2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn |
| 3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit       |
| 4. _____   |
| 5. _____   |
| 6. _____   |
| 7. _____   |
| 8. _____   |
| 9. _____   |

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-06)


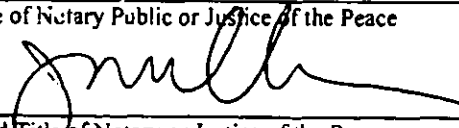
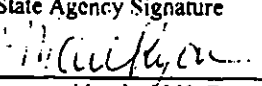
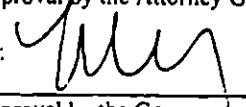
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lake Sunapee Community Health Services		1.4 Contractor Address 107 Newport Road PO Box 2209 New London, NH 03257	
1.5 Contractor Phone Number 603-526-4077	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$609,515.00
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory James Culhane, President/CEO	
1.13 Acknowledgement: State of <del>New Hampshire</del> County of <del>Merrimack</del> On <u>11/21/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Justice Miller			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory M. Rycan, Director CHS Date: <u>12/30/16</u>	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>1/17/17</u> Megan A. Veeb, Attorney			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.


**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.


Contractor Initials   
Date 11/21/16



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Sullivan County service area, which includes the towns of:
  - 1.3.1. Claremont.
  - 1.3.2. Croydon.
  - 1.3.3. Goshen.
  - 1.3.4. Grantham.
  - 1.3.5. Lempster.
  - 1.3.6. Newport.
  - 1.3.7. Springfield.
  - 1.3.8. Sunapee.
  - 1.3.9. Unity.
  - 1.3.10. Washington.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.

  
Date 11/2/16





- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),
- 1.6. For the purposes of this contract, Quarterly is defined as the time period from:
  - 1.6.1. July 1 to September 30.
  - 1.6.2. October 1 to December 31.
  - 1.6.3. January 1 to March 31.
  - 1.6.4. April 1 to June 30.

## 2. Scope of Work

- 2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:
  - 2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:
    - 2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.
    - 2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.
    - 2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

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- 2.1.1.3.1. Light housekeeping tasks; which may include but are not limited to:
  - 2.1.1.3.1.1. Washing dishes;
  - 2.1.1.3.1.2. Dusting;
  - 2.1.1.3.1.3. Vacuuming;
  - 2.1.1.3.1.4. Sweeping;
  - 2.1.1.3.1.5. Wet-mopping floors;
  - 2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and
  - 2.1.1.3.1.7. Emptying wastebaskets.
- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;

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- 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
  - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.

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- 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
  - 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.
  - 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
  - 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;

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- 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
- 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
- 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
- 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:

2.2.1. Access to Services

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

2.2.2. Client Request and Application for Services

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
  - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
  - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

2.2.3. Client Eligibility Requirements for Services

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- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5
- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that

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contribute to the individual's risk of neglect, abuse, and exploitation.

2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

2.2.5. Person Centered Provision of Services

2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:

2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.

2.2.5.1.4. Individuals receive the information they need to make informed decisions.

2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

2.2.5.1.7. Individual's rights are affirmed and protected.

2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.



2.2.6. Client Fees and Donations

2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:

2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.

2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.

2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.

2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

2.2.7. Adult Protection Services





- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

- 2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

- 2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.
- 2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:
  - 2.2.9.3.1. The individual's full name and date of birth.
  - 2.2.9.3.2. The name of the service being requested.
  - 2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.
  - 2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

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- 2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.
- 2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.
- 2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
  - 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list, in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

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- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer working in the program so his/her account can be terminated.

2.2.11. Criminal Background Check and BEAS State Registry Checks

- 2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.
- 2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

2.2.12. Grievance and Appeals Process

- 2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:
  - 2.2.12.1.1. The client's name.
  - 2.2.12.1.2. The type of service received by the client.
  - 2.2.12.1.3. The date of written complaint or concern of the client.
  - 2.2.12.1.4. The nature/subject of the complaint or concern of the client.
  - 2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

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2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

2.2.13. Privacy and Security of Client Information

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.

2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.

2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.

2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.

2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

2.2.14. Notice of Failure to meet Service Obligations

2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service

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obligations prior to the completion date such as but not limited to:

- 2.2.14.1.1. Reducing hours of operation.
- 2.2.14.1.2. Changing a geographic service area.
- 2.2.14.1.3. Closing or opening a site.

2.2.14.2. The Contractor shall include in the written notification the following:

- 2.2.14.2.1. The reasons for the inability to deliver services.
- 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.
- 2.2.14.2.3. An explanation of how service recipients and the community shall be notified.
- 2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

- 2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.
- 2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.
- 2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

#### 2.2.15. Transition Process

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they may be transitioned between the Department's contractors that ensures:

- 2.2.15.1.1. Uninterrupted delivery of services for clients;
- 2.2.15.1.2. A method of notifying clients and/or the community about the transition.

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2.2.15.1.3.A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

- 3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.
- 3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.
- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

**4. Performance Measures**

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section

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2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

## 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.
  - 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.

*K*  
*11/15/16*

**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide, In Home Nursing Services**



- 
- 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.

*lc*  
*5/21/16*





Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

  
Date 11/21/16


**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>10/01/2016 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,375	\$9.58	\$176,032.50
In Home Care Services (Title III)	1/2 Hour	3,375	\$9.58	\$32,332.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,616	\$12.50	\$20,200.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	24,500	\$9.58	\$234,710.00
In Home Care Services (Title III)	1/2 Hour	4,500	\$9.58	\$43,110.00
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,155	\$12.50	\$26,937.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	6,125	\$9.58	\$58,677.50
In Home Care Services (Title III)	1/2 Hour	1,125	\$9.58	\$10,777.50
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	539	\$12.50	\$6,737.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials:   
 Date: 11/25/16



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;


*[Handwritten Signature]*  
Date 11/21/16



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**


8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

  
Date 4/22/16



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or

  
Date 7/1/14



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

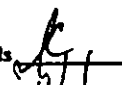

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis

  
Date 



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act. NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.


**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*[Handwritten Signature]*  
Date 7/1/14



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

  
\_\_\_\_\_  
11/21/16





**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*RC*  
*4/11/96*

New Hampshire Department of Health and Human Services  
Exhibit D



has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
  - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
  - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.

2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

11/21/16  
Date

Contractor Name: James Culhane  
Lake Sunapee VWA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO

Contractor Initials [Signature]  
Date 11/21/16



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

*James Culhane  
Lake Superior VSA*

Date

*11/21/16*

Name:  
Title:

*[Signature]*  
*President/CEO*

*[Signature]*

*11/21/16*



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

*[Handwritten Signature]*  
Date 7/24/16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

11/21/16  
Date

Contractor Name: James Cuthare  
Lake Sunapee VMA  
J. Cuthare  
Name: \_\_\_\_\_  
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

11/21/16  
Date

Contractor Name: James C. Corhan  
Lake Sunapee VMA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials [Signature]

Date 11/21/16



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

11/21/16  
Date

Contractor Name: James Cobare  
Cole Sunapee VMA  
[Signature]  
Name: \_\_\_\_\_  
Title: President/CEO





Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

*[Handwritten Signature]*  
11/21/16



Exhibit I

- I. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business

AC  
11/21/14



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (l). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI

3/2014

Contractor Initials

Date

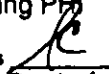
  
11/21/16



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business

11/2/14



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.

*[Handwritten Signature]*  
11/21/16



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date

\_\_\_\_\_ Lake Towhee VMA  
 Name of the Contractor  
 \_\_\_\_\_  
 Signature of Authorized Representative  
 \_\_\_\_\_  
 Name of Authorized Representative  
 \_\_\_\_\_  
 Title of Authorized Representative  
 \_\_\_\_\_  
 Date

Contractor Initials \_\_\_\_\_  
 Date \_\_\_\_\_



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

*James Culhane  
Lake Sunapee VNA*

Date

*11/21/16*

Name:  
Title:

*J Culhane*  
*President / CEO*

Contractor Initials

*AC*  
Date *11/21/16*



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 181269432
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____





**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Home Health & Hospice Agency, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 536 Cottage Street, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, modify the scope of services, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$495,933.58
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631
5. Amend Exhibit A, Scope of Services, Section 1, Provisions Applicable to All Services, Subsection 1.3 to read:
  - 1.3. The Contractor shall provide services to assist eligible individuals in Grafton County to live as independently as possible in safety and with dignity.
6. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
7. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**

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8. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

Date 5-7-19

Deborah D. Schretz  
Name: Deborah D. Schretz  
Title: Director, Division Long Term Supports and Services

North Country Home Health & Hospice Agency, Inc.

Date 4/26/19

Michael J. Countur  
Name: Michael J. Countur  
Title: President

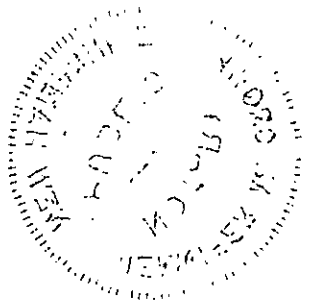
Acknowledgement of Contractor's signature:

State of New Hampshire County of Grafton on 4/26/19, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jennifer M. Crowe  
Signature of Notary Public or Justice of the Peace

Jennifer Crowe, Medical Records Coordinator  
Name and Title of Notary or Justice of the Peace

JENNIFER M. CROWE, Notary Public  
My Commission Expires ~~July 11, 2023~~



Сектор безопасности  
12.05.2000

**New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

*Nancy J. Smith*  
Name: *Nancy J. Smith*  
Title: *Sr. Health Aide General*

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

*W/C*

4/26/19

**Exhibit B-1 Rate Sheet - Amendment #2**

**Adult In-Home Care - Grafton Country**

**01/01/2017 through 06/30/2017 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	7,330	\$9.58	\$ 70,221.40
Title III B In Home Services	1/2 Hour	196	\$9.58	\$ 1,877.68
Title III B Home Health Aide	1/2 Hour	580	\$12.50	\$ 7,250.00
Title III B Nursing	1/2 Hour	0	\$24.50	\$ -

**07/01/2017 through 06/30/2018 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	14,660	\$10.06	\$ 147,479.60
Title III B In Home Services	1/2 Hour	390	\$10.06	\$ 3,923.40
Title III B Home Health Aide	1/2 Hour	1,160	\$13.13	\$ 15,230.80
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

**07/01/2018 through 06/30/2019 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	14,660	\$10.06	\$ 147,479.60
Title III B In Home Services	1/2 Hour	390	\$10.06	\$ 3,923.40
Title III B Home Health Aide	1/2 Hour	1,160	\$13.13	\$ 15,230.80
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

**07/01/2019 through 06/30/2020 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	6,145	\$12.00	\$ 73,739.80
Title III B In Home Services	1/2 Hour	163	\$12.00	\$ 1,961.70
Title III B Home Health Aide	1/2 Hour	476	\$16.00	\$ 7,615.40
Title III B Nursing	1/2 Hour	0	\$25.73	\$ -

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



DHHS Information Security Requirements



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

**I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR**

**A. Business Use and Disclosure of Confidential Information.**

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a

DHHS Information Security Requirements



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

**II. METHODS OF SECURE TRANSMISSION OF DATA**

1. **Application Encryption.** If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. **Computer Disks and Portable Storage Devices.** End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. **Encrypted Email.** End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. **Encrypted Web Site.** If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. **File Hosting Services, also known as File Sharing Sites.** End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. **Ground Mail Service.** End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. **Laptops and PDA.** If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. **Open Wireless Networks.** End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

**B. Disposition**

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

**IV. PROCEDURES FOR SECURITY**

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:
  1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
  2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.



Exhibit K

DHHS Information Security Requirements

- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

*MC*

*4/20/19*



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

*mf*

*4/26/19*



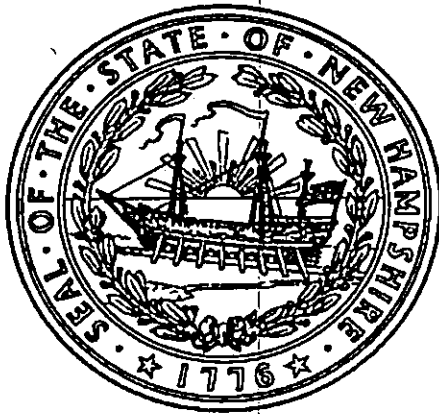
**State of New Hampshire**  
**Department of State**

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: 0004505205



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 25th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Mell Brooks, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Board Member/Officer of North Country Home Health & Hospice Agency, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on 4/26/2019 :  
(Date)

**RESOLVED:** That the President  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 30th day of April 2019.  
(Date Amendment Signed)

4. Michael J Counter is the duly elected President  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

Mell Brooks  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Grafton NH

The forgoing instrument was acknowledged before me this 30th day of April, 2020.

By J. Mell Brooks  
(Name of Elected Officer of the Agency)

Jennifer M. Crowe  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

JENNIFER M. CROWE, Notary Public  
Commission Expires ~~July 11, 2023~~ Commission Expires July 11, 2023





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
4/25/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher Risk Management Services, Inc. 470 Atlantic Avenue Boston MA 02210	<b>CONTACT NAME:</b> PHONE (A/C No, Ext): 617-261-6700 E-MAIL ADDRESS:	FAX (A/C No): 617-646-0400
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b> North Country Healthcare, Inc. North Country Home Health and Hospice Agency, Inc. 536 Cottage Street Littleton NH 03561	<b>INSURER A:</b> National Fire & Marine Insurance Co	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

**COVERAGES**      **CERTIFICATE NUMBER:** 567250641      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD LWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:		HN017659	10/1/2018	10/1/2019	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COM/POP AGG \$ 3,000,000 \$ COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY					EACH OCCURRENCE \$ AGGREGATE \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$					PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y <input checked="" type="checkbox"/> N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				\$1,000,000 \$3,000,000 Claims Made Coverage
A	Healthcare Professional Liability		HN017659	10/1/2018	10/1/2019	Each Claim Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire, Department of Health and Human Services 129 Pleasant Street Concord NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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NORTCOU-10

MSNELL

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
5/21/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

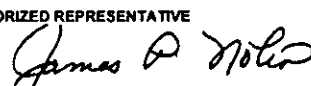
<b>PRODUCER</b> Davis & Towle Morrill & Everett, Inc. 115 Airport Road Concord, NH 03301	<b>CONTACT NAME:</b> Mary Ellen Snell, CIC	
	<b>PHONE (A/C, No, Ext):</b> (603) 715-9754	<b>FAX (A/C, No):</b> (603) 225-7935
<b>E-MAIL ADDRESS:</b> msnell@davistowle.com		
<b>INSURED</b>  North Country Home Health & Hospice Agency Inc. 536 Cottage Street Littleton, NH 03561	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> AmTrust North America, Inc.	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
<b>INSURER F:</b>		

**COVERAGES**                      **CERTIFICATE NUMBER:**                      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

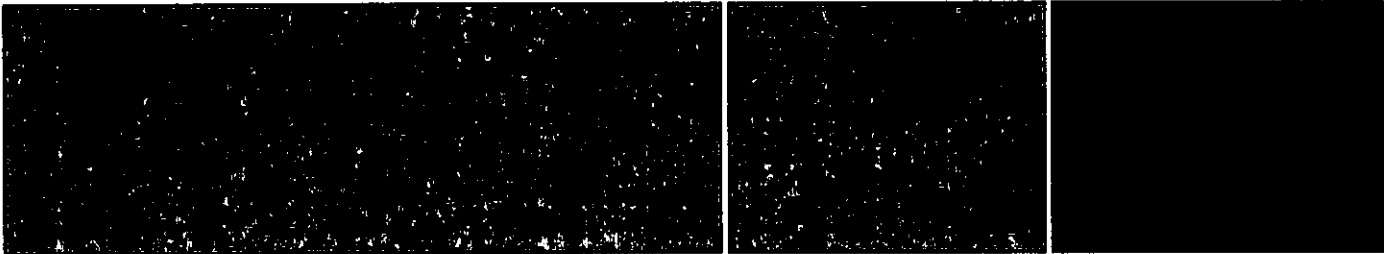
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO JECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WWC3360504	7/1/2018	7/1/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  State of New Hampshire Department of Health & Human Services 129 Pleasant Street Concord, NH 03301	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	<b>AUTHORIZED REPRESENTATIVE</b> 

## **Our Mission**

"To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost-effective manner."



**FINANCIAL STATEMENTS**

**September 30, 2018 and December 31, 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
North Country Home Health & Hospice Agency, Inc.

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheets as of September 30, 2018 and December 31, 2017, and the related statements of operations, changes in net assets, and cash flows for the nine months ended September 30, 2018 and year ended December 31, 2017, and the related notes to the financial statements.

### ***Management's Responsibility for the Financial Statements***

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditor's Responsibility***

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

### ***Opinion***

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Home Health & Hospice Agency, Inc. as of September 30, 2018 and December 31, 2017, and the results of its operations, changes in its net assets and its cash flows for the nine months ended September 30, 2018 and year ended December 31, 2017, in accordance with U.S. generally accepted accounting principles.

*BerryDunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 28, 2018



**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Balance Sheets**

**September 30, 2018 and December 31, 2017**

**ASSETS**

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 446,109	\$ 480,942
Patient accounts receivable, less allowance for uncollectible accounts of \$137,686 in 2018 and \$165,026 in 2017	1,365,195	1,088,644
Due from affiliates	-	151,200
Other receivables	-	23,938
Prepaid expenses	<u>34,261</u>	<u>14,229</u>
Total current assets	1,845,565	1,758,953
Long-term investments	245,018	89,072
Beneficial trust held by others	64,449	64,417
Property and equipment, net	<u>1,041,195</u>	<u>1,053,841</u>
Total assets	<u>\$ 3,196,227</u>	<u>\$ 2,966,283</u>

**LIABILITIES AND NET ASSETS**

Current liabilities		
Current portion of long-term debt	\$ 105,540	\$ 11,149
Accounts payable and accrued expenses	457,318	806,866
Due to related parties	228,892	520,801
Accrued payroll and related expenses	358,667	215,322
Deferred revenue	<u>265,144</u>	<u>228,430</u>
Total current liabilities	1,415,561	1,782,568
Long-term debt, excluding current portion	<u>979,736</u>	<u>473,795</u>
Total liabilities	<u>2,395,297</u>	<u>2,256,363</u>
Net assets		
Unrestricted	510,281	419,303
Permanently restricted	<u>290,649</u>	<u>290,617</u>
Total net assets	<u>800,930</u>	<u>709,920</u>
Total liabilities and net assets	<u>\$ 3,196,227</u>	<u>\$ 2,966,283</u>

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The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Operations**

**Nine Months Ended September 30, 2018 and Year Ended December 31, 2017**

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 5,563,463	\$ 5,233,105
Provision for bad debts	<u>(58,000)</u>	<u>(82,876)</u>
Net patient service revenue	5,505,463	5,150,229
Grants	199,730	212,009
Municipal and country appropriations	159,180	73,795
Other operating revenue	<u>9,309</u>	<u>38,978</u>
Total operating revenue	<u>5,873,682</u>	<u>5,475,011</u>
Operating expenses		
Salaries and benefits	3,753,049	3,745,946
Other operating expenses	1,997,053	2,217,397
Depreciation	49,856	81,876
Interest expense	<u>33,644</u>	<u>17,178</u>
Total operating expenses	<u>5,833,602</u>	<u>6,062,397</u>
Operating income (loss)	<u>40,080</u>	<u>(587,386)</u>
Other revenue and gains		
Contributions	45,604	295,584
Contribution of net assets from dissolution of Northern New Hampshire Healthcare Collaborative, Inc.	-	237,768
Investment income, net	2,248	3,782
Change in fair value of investments	<u>3,046</u>	<u>9,653</u>
Total other revenue and gains	<u>50,898</u>	<u>546,787</u>
Excess (deficit of) revenue over expenses and increase (decrease) in unrestricted net assets	<u>\$ 90,978</u>	<u>\$ (40,599)</u>

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The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Changes in Net Assets**

**Nine Months Ended September 30, 2018 and Year Ended December 31, 2017**

	<u>Unrestricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance, December 31, 2016	\$ <u>459,902</u>	\$ <u>134,182</u>	\$ <u>594,084</u>
Deficit of revenue over expenses and decrease in unrestricted net assets	(40,599)	-	(40,599)
Contribution of net assets from dissolution of Northern New Hampshire Healthcare Collaborative, Inc.	-	151,200	151,200
Change in fair value of beneficial trust held by others	<u>-</u>	<u>5,235</u>	<u>5,235</u>
Change in net assets	<u>(40,599)</u>	<u>156,435</u>	<u>115,836</u>
Balance, December 31, 2017	<u>419,303</u>	<u>290,617</u>	<u>709,920</u>
Excess of revenue over expenses and increase in unrestricted net assets	90,978	-	90,978
Change in fair value of beneficial trust held by others	<u>-</u>	<u>32</u>	<u>32</u>
Change in net assets	<u>90,978</u>	<u>32</u>	<u>91,010</u>
Balance, September 30, 2018	\$ <u>510,281</u>	\$ <u>290,649</u>	\$ <u>800,930</u>

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The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Statements of Cash Flows**

**Nine Months Ended September 30, 2018 and Year Ended December 31, 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 91,010	\$ 115,836
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	49,856	81,876
Provision for bad debts	58,000	82,876
Change in fair value of investments	(3,046)	(9,653)
Change in fair value of beneficial trust held by others	(32)	(5,235)
Loss on disposal of asset	3,423	-
Contribution of net assets from dissolution of Northern New Hampshire Healthcare Collaborative, Inc.	-	(388,968)
(Increase) decrease in the following assets		
Patient accounts receivable	(334,551)	(801,604)
Other receivables	23,938	23,632
Prepaid expenses	(20,032)	8,213
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	(349,548)	416,233
Due to related parties	(291,909)	520,801
Accrued payroll and related expenses	143,345	130,024
Deferred revenue	36,714	221,692
Net cash (used) provided by operating activities	<u>(592,832)</u>	<u>395,723</u>
Cash flows from investing activities		
Purchases of investments	(14,081)	(45,719)
Proceeds from sale of investments	12,381	33,514
Contribution of cash from dissolution of Northern New Hampshire Healthcare Collaborative, Inc.	-	217,325
Capital expenditures	<u>(40,633)</u>	<u>(298,782)</u>
Net cash used by investing activities	<u>(42,333)</u>	<u>(93,662)</u>
Cash flows from financing activities		
Proceeds from the issuance of long-term debt	608,645	-
Principal payments on long-term debt	<u>(8,313)</u>	<u>(10,764)</u>
Net cash provided (used) by financing activities	<u>600,332</u>	<u>(10,764)</u>
Net (decrease) increase in cash and cash equivalents	(34,833)	291,297
Cash and cash equivalents, beginning of period	<u>480,942</u>	<u>189,645</u>
Cash and cash equivalents, end of period	\$ <u>446,109</u>	\$ <u>480,942</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	\$ 33,644	\$ 17,178
Contribution of noncash net assets from dissolution of Northern New Hampshire Healthcare Collaborative, Inc.	\$ -	\$ 171,643
Noncash reclassification of amounts from due to related parties to long-term debt	\$ 450,000	\$ -

The accompanying notes are an integral part of these financial statements.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**1. Summary of Significant Accounting Policies**

**Organization**

North Country Home Health & Hospice Agency, Inc. (the Agency) is a non-profit corporation organized in New Hampshire. The Agency's primary purposes are to provide home health care, hospice and health promotion services.

On September 23, 2015 the Agency entered into an affiliation agreement with North Country Healthcare, Inc., effective January 2017. Upon affiliation North Country Healthcare, Inc. became the sole member of the Agency.

**Northern New Hampshire Healthcare Collaborative, Inc.**

In December 2017 Northern New Hampshire Healthcare Collaborative, Inc. (NNHHC), a commonly controlled affiliate Agency, dissolved as a result of discontinuance of operations, which resulted in the Agency acquiring the carrying value of the net assets of NNHHC as a contribution for no consideration as follows:

Cash and cash equivalents	\$	217,325
Patient accounts receivable, net		17,158
Due from commonly controlled affiliates		<u>154,485</u>
Fair value of net assets acquired	\$	<u>388,968</u>

**Income Taxes**

The Agency is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Agency is exempt from state and federal income taxes on income earned in accordance with its tax exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Agency's tax positions and concluded that the Agency has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

**Use of Estimates**

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2018 and December 31, 2017

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Agency has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Agency has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts is as follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of period	\$ 165,026	\$ 101,936
Provision for bad debts	58,000	82,876
NNHHC allowance for uncollectible accounts	-	25,026
Write-offs	<u>(85,340)</u>	<u>(44,812)</u>
Balance, end of period	<u>\$ 137,686</u>	<u>\$ 165,026</u>

The allowance for uncollectible accounts decreased to to write-offs of NNHHC receivables during the year, for which an allowance had previously been provided.

**Long-term Investments**

The Agency reports investments at fair value, and has elected to report all gains and losses in the excess (deficit) of revenue over expenses, to simplify the presentation of these accounts in the statements of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets, statements of operations, and changes in net assets.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**Beneficial Trust Held by Others**

The Agency is the beneficiary of a perpetual trust administered by the New Hampshire Charitable Foundation (Foundation). Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as permanently restricted net assets at fair value. Annual income distributions are recognized as increases in unrestricted net assets. Changes in market value of beneficial trust assets are reported as increases or decreases in permanently restricted assets.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method, with a half year convention, over the useful lives of the related assets.

**Deferred Revenue**

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

**Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Agency has been limited by donors to a specific time period or purpose. There were no temporarily restricted net assets for the nine months ended September 30, 2018 and year ended December 31, 2017.

Permanently restricted net assets have been restricted by donors to be maintained by the Agency in perpetuity. Generally, the donors of these assets permit the Agency to use all or part of the income earned on related investments for general or specific purposes.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Agency's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

Services to all patients are recorded as revenue when services are rendered. Patients unable to pay full charge, who do not have other third party resources, are charged a reduced amount based on the Agency's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

**2. Long-term Investments**

Investments, stated at fair value, consisted of the following:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 3,221	\$ 1,334
Equities	64,960	21,291
Fixed income, other	7,185	-
Mutual funds		
Equity securities	97,422	30,727
Fixed income	72,230	35,720
Cash due from affiliates as part of dissolution of NNHHC	-	151,200
Beneficial trust held by others	<u>64,449</u>	<u>64,417</u>
 Total	 <u>\$ 309,467</u>	 <u>\$ 304,689</u>

The amounts are reported in the balance sheets as follows:

Long-term investments	\$ 245,018	\$ 89,072
Due from affiliates	-	151,200
Beneficial trust held by others	<u>64,449</u>	<u>64,417</u>
 Total	 <u>\$ 309,467</u>	 <u>\$ 304,689</u>



NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2018 and December 31, 2017

**Fair Value Measurement**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Agency's investments is measured on a recurring basis using level 1 inputs, with the exception of the beneficial trust held by others, which is measured on non-recurring basis using level 3 inputs. The fair value of the beneficial trust held by others is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Agency's management determines the reasonableness of the methodology by evaluating market developments.

The following presents the change in the assets measured at fair value based on Level 3 inputs:

	<u>2018</u>	<u>2017</u>
Balance, beginning of period	\$ 64,417	\$ 59,182
Change in fair value	2,126	8,074
Distributions	(1,780)	(2,430)
Fees	<u>(314)</u>	<u>(409)</u>
Balance, end of period	<u>\$ 64,449</u>	<u>\$ 64,417</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2018 and December 31, 2017

3. Property and Equipment

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Land	\$ 168,203	\$ 168,203
Building and improvements	1,062,157	1,059,352
Furniture, fixtures, and equipment	<u>589,698</u>	<u>657,718</u>
Total cost	1,820,058	1,885,273
Less accumulated depreciation	<u>778,863</u>	<u>831,432</u>
Property and equipment, net	<u>\$ 1,041,195</u>	<u>\$ 1,053,841</u>

4. Endowment

The Agency has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Agency classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Agency in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Agency considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Agency; and
- (7) The investment policies of the Agency;

Spending Policy

Investment income earned on endowments is expended when earned unless otherwise stipulated by the donor. Donors have allowed the income earned to be used for general purposes.

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**Funds with Deficiencies**

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level that the donor or the Act requires the Agency to retain as a fund of perpetual duration. In accordance with U.S. GAAP, there were no deficiencies of this nature that are reported in unrestricted net assets as of September 30, 2018 and December 31, 2017.

**Return Objectives and Risk Parameters**

The Agency has adopted an investment policy for endowment assets that attempts to provide a predictable stream of funding to programs supported by its endowment, while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Agency must hold in perpetuity or for a donor-specified period and whose income is available for operations. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that meet or exceed designated benchmarks while incurring a reasonable and prudent level of investment risk. The endowment assets consist of a balanced portfolio of cash, debt and equity securities.

The following summarizes changes in permanently restricted endowment assets:

	<u>Unrestricted</u>	<u>Temporarily Restricted</u>	<u>Permanently Restricted</u>	<u>Total</u>
Balance December 31, 2016	\$ (3,016)	\$ -	\$ 75,000	\$ 71,984
Cash due from affiliates as part of dissolution of NNHHC	-	-	151,200	151,200
Cash transferred to fund endowment losses	5,000	-	-	5,000
Interest income	-	5,660	-	5,660
Investment fees	-	(800)	-	(800)
Change in fair value	-	7,228	-	7,228
Appropriations pursuant to spending policy	<u>12,088</u>	<u>(12,088)</u>	<u>-</u>	<u>-</u>
Balance December 31, 2017	14,072	-	226,200	240,272
Interest income	-	3,203	-	3,203
Investment fees	-	(1,503)	-	(1,503)
Change in fair value	-	3,046	-	3,046
Appropriations pursuant to spending policy	<u>4,746</u>	<u>(4,746)</u>	<u>-</u>	<u>-</u>
Balance September 30, 2018	<u>\$ 18,818</u>	<u>\$ -</u>	<u>\$ 226,200</u>	<u>\$ 245,018</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**5. Long-term Debt**

Long-term debt consisted of the following:

	<u>2018</u>	<u>2017</u>
3.50% mortgage payable to a local bank, payable in monthly installments of \$2,329, including principal and interest, through February 2021 when interest will be adjusted to prime plus 0.50% for the remaining term of the loan, collateralized by real estate. The maturity date for this mortgage is in September 2044.	\$ 476,631	\$ 484,944
3.00% promissory notes, payable in annual installments ranging from \$8,000 to \$43,000, including principal and interest, through September 2024 due to related parties.	<u>608,645</u>	<u>-</u>
Less current portion	<u>1,085,276</u>	<u>484,944</u>
	<u>105,540</u>	<u>11,149</u>
Long-term debt, less current portion	<u>\$ 979,736</u>	<u>\$ 473,795</u>

The Agency is required to meet an annual minimum debt service coverage ratio as defined in the loan agreement with Woodsville Guaranty Savings Bank. The covenant was not met at September 30, 2018. The Agency obtained a one year waiver of the requirement from the bank.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2019	\$ 105,540
2020	108,770
2021	112,099
2022	115,530
2023	119,067
Thereafter	<u>524,270</u>
Total	<u>\$ 1,085,276</u>

**6. Permanently Restricted Net Assets**

Permanently restricted net assets consisted of the following:

	<u>2018</u>	<u>2017</u>
Permanently restricted:		
Beneficial trust held by others	\$ 64,449	\$ 64,417
Endowment	<u>226,200</u>	<u>226,200</u>
Total	<u>\$ 290,649</u>	<u>\$ 290,617</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2018 and December 31, 2017

7. Patient Service Revenue

Patient service revenue is as follows:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 4,341,650	\$ 3,635,759
Medicaid	496,686	484,941
Other third-party payers and private pay	<u>725,127</u>	<u>1,112,405</u>
Total	<u>\$ 5,563,463</u>	<u>\$ 5,233,105</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Agency believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Agency provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the financial statements.

The Agency was able to provide the above charity care under local community support and state grants. Local community support consisted of contributions and municipal and county appropriations.

8. Functional Expenses

The Agency provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$ 4,585,789	\$ 4,712,300
Administrative and general	<u>1,247,813</u>	<u>1,350,097</u>
Total	<u>\$ 5,833,602</u>	<u>\$ 6,062,397</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**9. Concentration of Risk**

The Agency grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source.

	<u>2018</u>	<u>2017</u>
Medicare	74 %	54 %
Other	<u>26</u>	<u>46</u>
Total	<u>100 %</u>	<u>100 %</u>

**10. Related-Party Transactions**

Amounts due to (from) related parties, including those in accounts payable to entities related through common control, are as follows:

	<u>2018</u>	<u>2017</u>
Littleton Regional Healthcare	\$ 60,214	\$ 32,342
Weeks Medical Center	77,234	(153,853)
North Country Healthcare	66,589	24,784
LRG Healthcare	4,851	15,541
Androscoggin Valley Hospital	18,893	728
Upper Connecticut Valley Hospital	<u>1,111</u>	<u>59</u>
Total	<u>\$ 228,892</u>	<u>\$ (80,399)</u>

Amounts due to related parties and included in long-term debt at September 30, 2018 and included in due to related parties at December 31, 2017 consisted of the following

	<u>2018</u>	<u>2017</u>
Non-interest bearing note payable to Littleton Regional Healthcare.	\$ 261,716	\$ 193,500
Non-interest bearing note payable to Androscoggin Valley Hospital.	170,421	126,000
Non-interest bearing note payable to Weeks Medical Center.	127,816	94,500
Non-interest bearing note payable to Upper Connecticut Valley Hospital.	<u>48,692</u>	<u>36,000</u>
	<u>\$ 608,645</u>	<u>\$ 450,000</u>

**NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**

**Notes to Financial Statements**

**September 30, 2018 and December 31, 2017**

**11. Malpractice Insurance**

The Agency insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at September 30, 2018 which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual.

**12. Financial Improvement Plan**

The Agency has experienced operating losses in recent years. In response to these losses management has implemented cost reduction strategies that includes workforce reductions through affiliated system integration, renegotiation of vendor contracts and other expense reductions. In addition the Agency has grown its service volume from acquisitions of other home health and hospice providers. Management believes the combination of planned initiatives and continued support from affiliates provide the Agency the opportunity to generate positive cash flow and continued improvement in operating results.

**13. Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through November 28, 2018, which is the date the financial statements were available to be issued.

**NCHHA Board of Directors**

First Name	Last Name	Address	Town	State	Zip code	Telephone Number	E-Mail
Brian	O'Hearn						
Chrissy	Smith (Secretary)						
Gail	Tomlinson						
John	Starr						
Koren	Superchi						
Mell	Brooks						
Michael	Counter (President)						
Pat	Kelly (Treasurer)						
Roxie	Severance (Chair)						
Tom	Mee (NCH CEO)						
Gary	Chase (Recorder)						



# **MICHAEL J. COUNTER**

391 Bimson Drive • Barnet, VT 05821  
michaelcounter@yahoo.com • (802) 633-3997

## **QUALIFICATIONS PROFILE**

Highly proficient and accomplished business manager and leader with extensive experience in financial and cost accounting as well as overall business management.

- Skilled leader, adept at strategic planning, teambuilding, organizational dynamics, highly focused on creating and driving strategic business initiatives to successful outcomes
- Mission driven financial professional, proficient in budgeting, forecasting, and analysis processes for general ledger activity including international operations.
- Focused on cost reduction through maximization of team participation and direct decision making
- Proficient with analytical tools including MS Excel, Solomon, McKesson, Oracle, MS Word, MS PowerPoint

## **PROFESSIONAL EXPERIENCE**

VISITING NURSE ASSOCIATION AND HOSPICE OF VT & NH 8/2009 to Present  
**Chief Financial Officer (2012 – Present)**

Manage the Finance, Revenue Cycle, Information Technology and Facilities departments for this \$20 million Visiting Nurse/Home Health and Hospice Organization. Act as Corporate Treasurer. Key internal employee informing and advising the Finance Committee of the Board of Directors. Oversee investment advisors and board designated assets. Advisor to the management team on business issues particularly in the area of the annual fiscal and statistical budgets and capital plan. Responsible for detail analytics especially budget to actual reporting, and forecasting. Assist the CEO in the formation of the Agency's strategic plan. Key member of acquisition and affiliation work groups. Inform and work closely with other Agency Directors and Managers. Responsible for facilities management and related functions.

**Controller (2009 – 2012)**

Manage the Accounts Payable, Payroll and Financial Reporting functions for this \$20 million non profit home health agency. Responsible for Internal and External Financial Reporting, Statistical Reporting, Revenue Cycle Review, Budgeting, Forecasting, Variance Analysis, Annual Financial Audit, Internal Controls and State Reporting requirements as well as Fixed Asset management and contract management functions. Manage the Senior Accountant, A/P coordinator and Payroll coordinator.

**Consulting -**

Scott Construction – Temporary Controller  
Lyndon State College – Adjunct Professor

12/2008 to 4/2009

DCI (Design Contempo, Inc.) – Lisbon, NH

4/2005 to 12/2008

**Controller**

Manage all financial functions for this mid-size furniture manufacturing company. Responsible for all aspects of financial reporting and treasury functions. Manage preparation of monthly financial reports primarily profit and loss, balance sheet, and cash flow statements with associated analytical review with a focus on product family and plant level profit and loss reporting. Prepare detailed monthly, and yearend financial reporting packages including written commentary and analysis. Prepare detail thirteen week cash flow projections. Act as primary liaison with lenders. Supervise two plant

accountants and two clerical staff. Direct accounts receivable and accounts payable functions. Manage audit engagements. Responsible for performance appraisal reviews.

**LYDALL THERMAL/ACOUSTICAL, Inc. – St. Johnsbury, VT**

8/2002 to 4/2005

**Controller**

Prepare monthly financial reports primarily profit and loss and balance sheet, with associated analytical review with a special focus on SBU profit and loss reporting for this manufacturer of automotive heat shields. Manage the cost accounting function to include setting up and maintaining plant standard cost system. Prepare detailed monthly, quarterly and yearend financial reporting packages including written commentary and analysis. Instituted physical inventory procedures. Computed IRR and EVA metrics relative to capital projects and proposals. Supervise and coordinate annual budget process. Team leader for Sarbanes-Oxley Section 404 implementation. Supervise Assistant Controller, Plant Accountant and two clerical staff. Directed accounts receivable and accounts payable function. Responsible for performance appraisal reviews.

**HARDIGG INDUSTRIES – South Deerfield, MA**

4/1998 to 5/2002

**Accounting Manager (2000-2002)**

Prepared monthly financial reports including profit and loss, balance sheet, and cash flow statements. Supervised staff of nine including three staff accountants, two cost accountants, and four accounting clerks. Directed accounts receivable and accounts payable transactions. Managed cost accounting processes. Prepared weekly cash forecasts. Organized audit engagements. Controlled physical inventory functions at three U.S. facilities. Managed budget process for all domestic facilities as well as China facility. Handled bank collateral reporting. Interacted with vendors to negotiate payment terms. Executed performance appraisal reviews. Hired and trained accounting staff. Devised accounting department mission statement and strategies to achieve our mission.

**Senior Cost Accountant (1998-2000)**

**EDUCATIONAL BACKGROUND**

**MBA**

UNIVERSITY OF MASSACHUSETTS, - AMHERST, MA

**BA in Liberal Studies (concentration Accounting and Economics)**

WESTFIELD STATE COLLEGE – WESTFIELD, MA

**CERTIFICATIONS**

**CHFP - CERTIFIED HEALTHCARE FINANCIAL PROFESSIONAL**  
HEALTHCARE FINANCIAL MANAGEMENT ASSOCIATION

**LEAN SIX SIGMA YELLOW BELT**  
DARTMOUTH-HITCHCOCK VALUE INSTITUTE

**REFERENCES**

AVAILABLE UPON REQUEST

**SIGNIFICANT ACCOMPLISHMENTS****VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE**

12/2012 to Present

**Chief Financial Officer/Senior Director of Finance**

- ◆ Key colleague to the CEO in development of the Agency's strategic plan utilizing the Kaplan/Norton Balanced Scorecard
- ◆ Sole VNH management member chosen for a leadership team working toward formal affiliation with Dartmouth-Hitchcock Health System
- ◆ Sole VNH management member chosen to negotiate the purchase of a private duty business entity – the first in VNH's history
- ◆ Sole management member chosen to successfully negotiate and purchase VNH's first permanent office space.
- ◆ Developed and assisted other Directors to develop department scorecards to tie into Balanced Scorecard metrics
- ◆ Implemented change management processes with Finance and I/T staff resulting in reduction of 2 management FTE's and increased department performance
- ◆ Significantly improved cash flow by reducing DSO from 69 days to 40 days
- ◆ Champion of administrative cost reduction team, reducing overhead from 42% of revenue to 38% in one year

**VISITING NURSE ASSOC. OF VERMONT & NEW HAMPSHIRE**

8/2009 to 12/2012

**Controller**

- ◆ Immediately corrected numerous financial reporting and payroll errors, while reducing financial reporting time and accounting staff hours saving the agency over \$150,000 in the first 6 months.
- ◆ Maximized the functionality of Accounting Software resulting in reduction of accounting staff.
- ◆ Strengthened Internal Control environment resulting in more timely and reliable financial statements. Initiated in house Cost Accounting processes to inform business unit managers of program profitability and to assist managers with identifying and executing efficiency initiatives.
- ◆ Added value to budget and external audit processes resulting in commendation from external audit firm - zero audit adjustments for the past 6 years.
- ◆ Initiated Departmental Responsibility Accounting processes to prepare annual budget as well as review of budget to actual performance increasing management engagement with the agency and improved understanding of financial results
- ◆ Completed first ever fixed asset physical inventory and implemented automated fixed asset tracking software improving financial accuracy and tracking of fixed assets

**Consulting**

12/2008 to 4/2009

**Temporary Controller**

- ◆ Improved bank reporting increasing confidence level with lenders resulting in additional funding.
- ◆ Analyzed profit margins in project backlog with engineers improving decision making and understanding of cost profit volume concepts amongst staff

**DCI (Design Contempo, Inc.) – Lisbon, NH**

4/2005 to 12/2008

**Controller**

- ◆ Introduced break even methodology of business analysis to improve profitability and awareness among management team.
- ◆ Organized process to downsize the business and provided recommendations to achieve desired results (\$160K average monthly losses reduced to breakeven in 3 months)
- ◆ Improved confidence level and trust with our primary lender through improved communications and financial analysis and reporting.
- ◆ Improved working capital position through improved accounts receivable and inventory turnover.
- ◆ Developed daily production metrics to both improve sales forecasting and manage labor costs, process map key business activities and implement controls on risk points

**LYDALL THERMAL/ACOUSTICAL Inc. – St. Johnsbury, VT**

8/2002 to 4/2005

**Controller**

- ◆ Successfully managed multiple, large scale projects to on time completion including software conversion (Oracle) and numerous Sarbox Section 404 audits and financial audits.
- ◆ Process mapped key business activities and implement controls on risk points primarily in the inventory control function.
- ◆ Performed quarterly presentations of detailed financial information to management improving management understand and accountability.
- ◆ Proposed cost saving strategies to manufacturing resulting in significant savings primary through better contract negotiation with temporary staff agencies.

**HARDIGG INDUSTRIES – South Deerfield, MA**

4/1998 to 5/2002

**Accounting Manager (2000-2002)**

- ◆ Team leader in coordinating annual budgets for three U.S. manufacturing facilities and one international manufacturing facility in Shanghai, China, also four light assembly facilities.
- ◆ Initiated quarterly presentations of detailed financial information to management.
- ◆ Streamlined monthly close resulting in reduction of close time by seven business days.
- ◆ Improved cash position by \$2 million through active working capital management.
- ◆ Initiated quarterly review of consolidated trial balance, which reduced year-end audit preparation time and fees.
- ◆ Formed and lead Excess and Obsolete Inventory Committee, which decreased E&O inventory reserves by 50% and improved inventory turnover.
- ◆ Worked with managers to implement Kaplan/Norton Balanced Scorecard philosophy - developed objectives and metrics in purchasing and inventory control departments

**Senior Cost Accountant (1998-2000)**

- ◆ Introduced contribution margin analysis concepts, resulting in keeping profitable lines only.
- ◆ Developed and monitored standard cost systems in two manufacturing facilities.
- ◆ Reduced physical inventory processes from two days to one day saving costs and increasing efficiency.
- ◆ Augmented single factory overhead rate structure to departmental overhead rates.

# STEPHANY HALL, B.S.N, RNC, CHHCM

Groveton, NH, 03582 | 603-785-0212 | [linkedin.com/in/stephanyhall/](https://www.linkedin.com/in/stephanyhall/) | [shall@nchhha.org](mailto:shall@nchhha.org)

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## DIRECTOR OF CLINICAL OPERATIONS

RISK MANAGEMENT | CHANGE LEADER | QUALITY OUTCOMES

**Healthcare Executive** with leadership background in challenging healthcare environments. Outstanding communicator, known for creating vision and driving critical efforts; establish, build, and maintain positive and professional relationships at all decision levels across large organizations.

**Sustainable Working Models:** Create cutting edge healthcare delivery models within multiple sectors of Healthcare industry; introduce initiatives leading to repeatable, long-term success.

**Emerging Concepts / Start-up Programs:** Record of taking ownership organizations in distress and developing workflows, processes, protocols, and reporting methodologies leading to significant results.

**Change Leadership & Quality Improvements / Quality Assurance:** Evaluate existing procedures and lead change impacting physicians, nurses, administrators, other healthcare stakeholders, while improving patient outcomes.

Strategy, Vision & Execution  
Innovative Service Solutions  
Resource Allocation  
Risk Assessment & Mitigation  
Metrics

Team Leadership & Motivation  
Change Leadership

Direct / Matrixed

Caregiver Trust Relationships

Grants / Budgets / Costs /

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## EDUCATION, BOARD CERTIFICATION AND LICENSURE

**BSN, Southern New Hampshire University**

- Bachelor's in nursing science

*Board Certifications:*

Registered Nurse 01/2001 – Present

*Licensure:*

New Hampshire, 2001-Present

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## PROFESSIONAL AND SENIOR ADMINISTRATOR EXPERIENCE

**NORTH COUNTRY HOME HEALTH AND HOSPICE | Littleton, NH**

10/2017 – Present

**DIRECTOR OF CLINICAL OPERATIONS**

Operationalize delivery of health care in the post-acute home environment, including managing risk, directing quality of care and reducing expenses through meaningful and lean strategies. Expertise includes data analytics, cost management, and resource utilization.

- Engage clinicians, navigate care, and build teams to cultivate workspace which responds to technology changes and uses data effectively to improve patient care, create appropriate patterns of utilization and efficient work flows.

Took over operational leadership of NCHHA – a failing organization experiencing great financial difficulty and poor-quality outcomes. After 6 months, the agency has gone from 2.5-star rating to a 4-star rating in the home health compare, a quality reporting entity of the Centers for Medicare and Medicaid. Increased revenue through process improvement and staffing strategies to bring the company from a \$700k deficit to less than a \$150k deficit with monthly collections higher than ever recorded.

- **Physician Engagement & Leadership:** Work with local health care organizations to develop processes that ease referral process for admissions and discharges. Promote continuity of care for all patients throughout their health care life. Work with other home care executive members to develop funding and best practice techniques to better the care delivered to New Hampshire residents.
  - **Multi-disciplinary Working Groups:** Work with ACO leadership to develop quality programs throughout our ACO system, ensure compliance of all levels of care within our ACO and reduce risk for all entities of our health care group.
- **Healthcare Data Analytics / Population Health Management:** To track care gaps, costs/utilization, and risk for assigned/attributed populations, Implemented population health management platform.
- **Clinical Best Practices:** Developed utilization patterns and consistent standards among all clinical sites meeting/ exceeding requirements for CMS and commercial payers. Teamed with IT to create clinical decision supports within EMR at each clinical site.
- **Transitional & Chronic Care Management & Care Coordination:** Formalized inpatient to outpatient transitions of care processes and recurrent and active patient management processes for patients with chronic disease states.
- **Call Center:** Initiated effort to set up call center for NCHCNH to reduce leakage of patients to other systems.
- **Home Health and Hospice:** Established strong ties between local home healthcare and transitional care management and instituted 24/7 response time for home health and next day visits for 100% of patients requiring services. Raised local awareness of hospice services with patients and providers and increased numbers of patients enrolled in hospice who meet hospice criteria.
- **Emergency Department Utilization:** Mandated care coordinator consultation for each of 4 emergency departments to capture “high utilizers” and re-direct to more appropriate level of care. Worked with local primary care practices to expand same-day appointment and drove public awareness of alternative care to the emergency department.

**INDIAN STREAM HEALTH CENTER | Colebrook, NH**

3/2016-10/2017

**DIRECTOR OF CLINICAL SERVICES AND CARE NAVIGATION**

Worked with the Chief Medical Officer to transform care delivery for federally qualified health center serving patient base of 8,000 patients over 850-square mile service area. Managed team of 22 FTE with 2 nurse supervisors. Re-designed clinical delivery organizational structure.

- **Care Delivery Workflow / Cost Reductions / Patient Satisfaction Enhancement:** Partnered with shared resource medical assistants and nursing staff to re-design care delivery workflow and daily duties ensuring clinical team operates at “the top” of licenses. Drove workflow efficiencies, reduced staffing costs, improved patient satisfaction, and reduced patient lobby wait times to essentially zero.
- **Care Navigation Department:** Introduced Care Navigation department placing patients with one of 4 nurses tracking care, care gaps, and quality reporting requirements. Developed first-ever monthly metrics and care gap metrics for care navigation and provider use.

- **At-risk Patients:** Assigned 2000 uninsured/self-pay patients to one care navigator responsible for contacting these at-risk patients and tracking their care identically to Medicare or commercially insured patients; recovered 1600+ patients to the practice in months – many of whom had not received preventive care anywhere in years.
- **Data & Metrics Reporting:** Gathered data, identified care gaps, and drove immediate, deep reductions in those gaps. Reported out care gap closures and other quality metrics to board of directors quarterly and incorporated new processes into revised quality management plan and risk management plan.

**LITTLETON REGIONAL HEALTHCARE | Littleton, NH**

4/2015-3/2016

**CLINICAL SUPERVISOR**

Managed department quality control, scheduling, and operational process improvements for a primary care practice who provides care to 6,000 plus patients ranging from 0-99 years.

- **Point Person, Staffing:** Clinical leader and point person for hiring efforts provide high quality support to the provider staff.
- **Peer Review Process:** Evaluated nursing care and performance to increase productivity and promote growth.
- **Policy Changes:** Worked with providers and practice managers to develop policies and implementation practices to increase the patient experience and to improve health care outcomes.

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### **OTHER RELATED LEADERSHIP EXPERIENCE**

**MOTIVATIONAL INTERVIEWING | On-line training**

7/2016

Trained to interview patients and staff to maximize comprehension of information and improve decision making.

**CHHCM TRAINING | On-line training**

Current

**NATIONALLY CERTIFIED IN CASE MANAGING**

# Jessica C. Foster-Hebert, RN

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23 Elm St. Littleton, NH 03561 | 603-631-1007 | jemsoph2@gmail.com

## Objective

Patient oriented Registered Nurse with solid knowledge in the setting of Oncology, Urology and Infusion Therapy. I have been a dedicated nurse at Littleton Regional Healthcare for over 5 years working in multiple clinical roles. I look forward to continued service for the patients, providers and clinical staff in our community.

## Education

### ASSOCIATE DEGREE NURSING | 5/2013 | WHITE MOUNTAINS COMMUNITY COLLEGE

- Major: Nursing
- Minor: Health Science and General Studies
- Related coursework: Nutrition, Child Development, Medical Ethics, BSN required studies

### LICENSED PRACTICAL NURSE | 11/2008 | CARE-MED EDUCATIONAL SERVICES

- Major: Practical Nursing

## Littleton Regional Healthcare

### UROLOGY -CLINICAL TEAM LEADER

- Daily clinical oversight within the Urology office
- Serve as lead nurse and work directly with providers and management team
- Oversight of new hire office orientation and provide clinical competency training
- Development of process and workflow changes
- Provide direct urology related nursing care
- Patient navigation within the urology care spectrum
- Review quality measures for department
- Maintain CMS standards within the office
- Serve as Resource Nurse to other specialty practices-assisting with navigation, clinical training as well as procedures as needed
- Liaison between patient and provider

### ONCOLOGY/INFUSION

- Direct patient care in outpatient setting
- Clinical nurse for Dartmouth Norris Cotton Cancer Center Medical Oncologist
- Patient navigation within the oncology care spectrum
- Active participant in quality measure for department
- Administration of chemotherapy and biotherapy medications
- Proficient in IV, Medi-Port, PICC line access, care and maintenance
- Preceptor to new hire nurses
- Administration of medications for hematology, rheumatology, gastroenterology and infectious disease processes



### **CERTIFICATIONS/SKILLS**

- Proficient in EPIC, Paragon Citrix and eClinicalWorks electronic medical records
- ACLS/BLS certified
- ONS-Chemotherapy and Bio-Therapy administration certified
- PICC Excellence - Certified in PICC line placement

### **AWARDS/ACTIVITIES**

- Employee Of The Year Nominee
- New Hampshire Long Term Care Foundation Scholarship recipient
- Palliative Care Team Member
- NPPEC-Quality Competencies Review Committee Member

### **Referances**

Available upon request

**CONTRACTOR NAME**

**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michael Counter	President	\$150,000	2%	
Stephany Hall	Director Clinical Operations	\$115,500	20%	
Jessica Foster-Hebert	Supervisor Long Term Care	\$70,000	50%	



Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
***DIVISION OF LONG TERM SUPPORTS AND SERVICES***

**BUREAU OF ELDERLY & ADULT SERVICES**

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		\$87,880.90	\$42,703.84	\$130,584.74

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		\$615,227.60	\$298,899.46	\$914,127.06
		<b>Total</b>		\$703,108.50	\$341,603.30	\$1,044,711.80

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		\$114,404.36	\$55,581.48	\$169,985.84

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		\$2,542,771.50	\$1,235,357.90	\$3,778,129.40
		<b>Total</b>		\$2,657,175.86	\$1,290,939.38	\$3,948,115.24

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Objec:	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		\$2,334,480.04	\$1,134,135.00	\$3,468,615.04

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		\$218,622.42	\$106,208.20	\$324,830.62

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>



New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		\$31,927.72	\$15,508.36	\$47,436.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		\$245,784.48	\$119,396.12	\$365,180.60
		<b>Total</b>		\$277,712.20	\$134,904.48	\$412,616.68

North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)

Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		\$132,399.54	\$64,346.58	\$196,746.12

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		\$410,138.96	\$199,259.28	\$609,398.24
		<b>Total</b>		\$542,538.50	\$263,605.86	\$806,144.36

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #1 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and North Country Home Health & Hospice Agency, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 536 Cottage Street, Littleton, NH 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$134,904.48, from \$277,712.20 to read: \$412,616.68
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Delete Exhibit B-2 in its entirety and replace with: Exhibit B-2– Amendment #1
7. Add Exhibit K, DHHS Information Security Requirements
8. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/16/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

North Country Home Health & Hospice Agency, Inc.

1/17/18  
Date

Michael Counter  
Name: Michael J. Counter  
Title: President

**Acknowledgement of Contractor's signature:**

State of New Hampshire, County of Crafton on 1/3/2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Marianne St. Jean  
Signature of Notary Public or Justice of the Peace

Marianne St. Jean  
Name and Title of Notary or Justice of the Peace

My Commission Expires: 4/19/2022




**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Date 1/19/16

  
Name: Michael A. Foy  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

Date \_\_\_\_\_

Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**Exhibit B-1 Rate Sheet, Amendment #1  
Coos County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
<b>In Home Services</b>	Unit Type	Anticipated # of Service Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50	\$3,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Anticipated # of Service Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
<b>In Home Services</b>	Unit Type	Anticipated # of Service Units	Rate per Service Unit	Maximum Funding
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

**Exhibit B-2 Rate Sheet, Amendment #1  
Grafton Country**

**In Home Care, In Home Health Aide, In Home Nursing Services**

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50	\$3,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

**07/01/2018 through 06/30/2019 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Anticipated # of Service Units</b>	<b>Rate per Service Unit</b>	<b>Maximum Funding</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$10.06	\$73,739.80
In Home Care Services (Title III)	1/2 Hour	195	\$10.06	\$1,961.70
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$13.13	\$7,615.40
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

North Country Home Health Hospice Agency, Inc.

Exhibit B-2 Rate Sheet, Amendment #1

1 of 1

Contractor Initials: MC

Date: 1/31/18





**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

MC

1/3/18

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Michael J. Counter, President North Country HHA

Name, Title, and Agency Name

Michael J. Counter

Signature

1/3/18

Date



16  
man

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

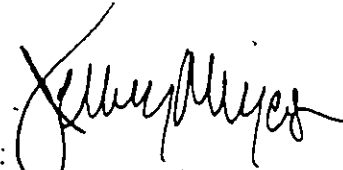
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>



**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)

Androscoggin Valley Home Care (Vendor #157347)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

Area Home Care Family Services, Inc (Vendor #166931)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

Child and Family Services (Vendor #177166)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

Cornerstone VNA (Vendor #230881)

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty (Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Area Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_



Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-08)


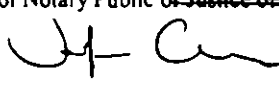
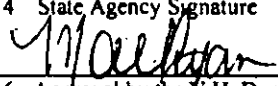
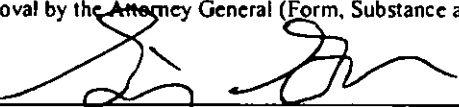
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Home Health & Hospice Agency, Inc.		1.4 Contractor Address 536 Cottage Street Littleton, NH 03561	
1.5 Contractor Phone Number 603-444-5317	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$277,712.20
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory SCOTT MEYER INTERIM EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Grafton</u> On <u>11/30/16</u> , before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or <del>Justice of the Peace</del>  [Seal]		JENNIFER M. CROWE, Notary Public My Commission Expires June 19, 2018	
1.13.2 Name and Title of Notary or Justice of the Peace Jennifer Crowe, Notary			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: <u>12/1/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable) By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred for Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination:

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4. herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the following counties:
  - 1.3.1. Coos County.
  - 1.3.2. Grafton County.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as; but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).



1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),

1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.



- 2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.
- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;



- 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her medicines, as stated on the prescription bottle.
  - 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
    - 2.1.2.1. Receive referrals from an individual's health care provider(s).
    - 2.1.2.2. Perform evaluations of individuals' medical needs.



**New Hampshire Department of Health and Human Services  
In Home Care, In Home Health Aide, In Home Nursing Services**



- >
- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. **Individual's wishes, values, and beliefs are considered and respected.**
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. **Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.**
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. **Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.**

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:

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- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.





- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely

*[Signature]*  
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fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
- 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
- 5.1.7. Unmet need/waiting list.
- 5.1.8. Lengths of time clients are on a waiting list.
- 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
- 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet  
Coos County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

**01/01/2017 through 06/30/2017 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50	\$3,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

**07/01/2017 through 06/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$9.58	\$70,221.40
In Home Care Services (Title III)	1/2 Hour	195	\$9.58	\$1,868.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$12.50	\$7,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

**07/01/2018 through 09/30/2018 Service Units**

<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	1,833	\$9.58	\$17,560.14
In Home Care Services (Title III)	1/2 Hour	49	\$9.58	\$469.42
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	145	\$12.50	\$1,812.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

**Exhibit B-2  
Grafton County**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	3,665	\$9.58	\$35,110.70
In Home Care Services (Title III)	1/2 Hour	98	\$9.58	\$938.84
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	290	\$12.50	\$3,625.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	7,330	\$9.58	\$70,221.40
In Home Care Services (Title III)	1/2 Hour	195	\$9.58	\$1,868.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	580	\$12.50	\$7,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	1,833	\$9.58	\$17,560.14
In Home Care Services (Title III)	1/2 Hour	49	\$9.58	\$469.42
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	145	\$12.50	\$1,812.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

*Jr*  
11-22-16



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;





- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

- (a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.
- (b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to **subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s).** This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if **the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.**
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's **ability to perform the activities, before delegating** the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting **responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate**
  - 19.3. **Monitor the subcontractor's performance on an ongoing basis**



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

*Am*  
11-22-16



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.

*[Signature]*  
Date 11-22-16



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency

*[Signature]*  
11-22-16



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

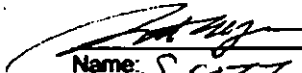
Place of Performance (street address, city, county, state, zip code) (list each location)

536 COTTAGE STREET  
LITTLETON, NH 03561

Check  if there are workplaces on file that are not identified here.

Contractor Name: *NORTH COUNTRY HOME HEALTH  
AND HOSPICE AGENCY, INC.*

11.22.16  
Date

  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*



CERTIFICATION REGARDING LOBBYING

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: *NORTH COUNTRY HOME HEALTH  
AND HOSPICE AGENCY, INC.*

*11-22-16*  
Date

*[Signature]*  
Name: *S G T T*  
Title:





**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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11-27-16



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

**PRIMARY COVERED TRANSACTIONS**

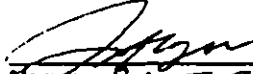
11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (I)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

**LOWER TIER COVERED TRANSACTIONS**

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: *NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.*

11-22-16  
Date

  
Name: *SCOTT MEYER*  
Title: *INTERIM EXECUTIVE DIRECTOR*

Contractor Initials: *SM*  
Date: 11-22-16



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJD Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: *North Country Home Health & Hospice Agency, Inc.*

11-22-16  
Date

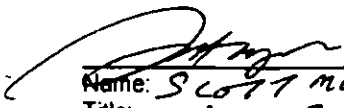
  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Contractor Initials





CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

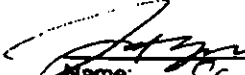
Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

North Country Home  
Contractor Name: HEALTH & HOSPICES AGENCY, INC.

11.22.16  
Date

  
Name: SCOTT MEYER  
Title: Interim Executive Director



**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- I. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
- I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below, or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
- o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (f). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI





Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. Segregation. If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. Survival. Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<p>_____</p> <p>The State</p> <p><u>Maura Ryan</u></p> <p>Signature of Authorized Representative</p> <p><u>Maurleen Ryan</u></p> <p>Name of Authorized Representative</p> <p><u>Director, OHS</u></p> <p>Title of Authorized Representative</p> <p><u>11/30/16</u></p> <p>Date</p>	<p><u>North Country Home Health &amp; Hospice Agency, Inc.</u></p> <p>Name of the Contractor</p> <p><u>[Signature]</u></p> <p>Signature of Authorized Representative</p> <p><u>Scott Meyer</u></p> <p>Name of Authorized Representative</p> <p><u>Interim Executive Director</u></p> <p>Title of Authorized Representative</p> <p><u>11.22.16</u></p> <p>Date</p>
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**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: *North Country Home  
HEALTH & HOSPICE Agency, Inc.*

11-22-16  
Date

  
Name: *SCOTT MEYER*  
Title: *Interim Executive Director*



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 170374276
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO  YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO  YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**

**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Home Care & Hospice of Carroll County (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1529 White Mountain Highway, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$924,033.89
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4/25/19  
Date

Deborah D. Schaefer  
Name: Deborah D. Schaefer  
Title: Director, Division Long Term  
Supports and Services

Visiting Nurse Home Care & Hospice of Carroll County

4-8-2019  
Date

Sandra Rukn  
Name: SANDRA RUKN  
Title: Executive Director

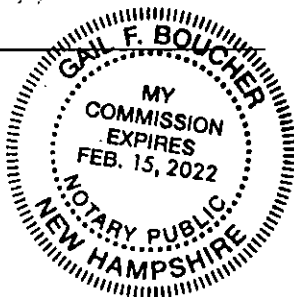
Acknowledgement of Contractor's signature:

State of New Hampshire County of Carroll on 4/8/2019, before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Gail F. Boucher  
Signature of Notary Public or Justice of the Peace

Gail F. Boucher Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_




**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

  
Name: Nancy J. Smith  
Title: Sr. Ass. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:





Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet - Amendment #2**

<b>Visiting Nurse Home Care &amp; Hospice Adult In-Home Care</b>
--

<b>01/01/2017 through 06/30/2017 Service Units</b>
--

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	9,429	\$9.58	\$ 90,325.03
Title IIIB In Home Services	1/2 Hour	390	\$9.58	\$ 3,736.20
Title IIIB Home Health Aide	1/2 Hour	2,600	\$12.50	\$ 32,500.00
Title IIIB Nursing	1/2 Hour	0	\$24.50	\$ -

<b>07/01/2017 through 06/30/2018 Service Units</b>
--

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	18,857	\$10.06	\$ 189,701.42
Title IIIB In Home Services	1/2 Hour	780	\$10.06	\$ 7,846.80
Title IIIB Home Health Aide	1/2 Hour	5,200	\$13.13	\$ 68,276.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

<b>07/01/2018 through 06/30/2019 Service Units</b>
--

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	18,857	\$10.06	\$ 189,701.42
Title IIIB In Home Services	1/2 Hour	780	\$10.06	\$ 7,846.80
Title IIIB Home Health Aide	1/2 Hour	5,200	\$13.13	\$ 68,276.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

<b>07/01/2019 through 06/30/2020 Service Units</b>
--

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	15,808	\$12.00	\$ 189,701.42
Title IIIB In Home Services	1/2 Hour	654	\$12.00	\$ 7,846.80
Title IIIB Home Health Aide	1/2 Hour	4,267	\$16.00	\$ 68,276.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

DHHS Information Security Requirements



A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic



mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

## II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a

DHHS Information Security Requirements



whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

DHHS Information Security Requirements



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from



DHHS Information Security Requirements



the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doit/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

DHHS Information Security Requirements



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards; as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

**V. LOSS REPORTING**

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

- 1. Identify Incidents;
- 2. Determine if personally identifiable information is involved in Incidents;
- 3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
- 4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

DHHS Information Security Requirements



5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

# 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: 0004422538



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 February A.D. 2019.

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner  
Secretary of State

## Filing History

 [Back to Home \(/online\)](#)

**Business Name**
**Business ID**

Visiting Nurse Home Care & Hospice of Carroll  
County

183187

Filing#	Filing Date	Effective Date	Filing Type	Annual Report Year
0003193133	12/15/2015	12/15/2015	Nonprofit Report	2015
0000761097	12/29/2011	12/29/2011	Amendment	N/A
0000761096	12/29/2011	12/29/2011	Survivor	N/A
0000761095	11/19/2010	11/19/2010	Annual Report	2010
0000761094	10/08/2010	10/08/2010	Reminder Letter	N/A
0000761093	10/31/2005	10/31/2005	Annual Report	2005
0000761092	04/28/2000	04/28/2000	Annual Report	2000
0000761091	01/20/1995	01/20/1995	Annual Report	1995
0000761090	05/02/1994	05/02/1994	Amendment	N/A
0000761089	05/02/1994	05/02/1994	Survivor	N/A
0000761088	11/16/1992	11/16/1992	Business Formation	N/A

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NH Department of State, 107 North Main St. Room 204, Concord, NH 03301 -- [Contact Us \(/online/Home/ContactUS\)](#)

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# CERTIFICATE OF VOTE

I, JOAN LAUBIE, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VISITING NURSE HOME CARE & HOSPICE OF CARROLL  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of the Agency duly held on 1-10-2019:  
(Date)

**RESOLVED:** That the Executive Director  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to execute any and all documents, agreements and other instruments, and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of the 8 day of APRIL, 2019.  
(Date Amendment Signed)

4. SANDRA ROWN is the duly elected Executive Director  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

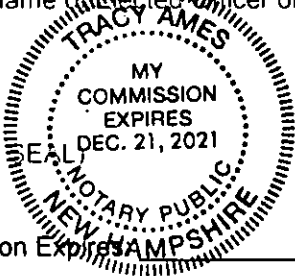
Joan Laubie  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE  
County of Carroll

The forgoing instrument was acknowledged before me this 8th day of April, 2019.

By JOAN LAUBIE  
(Name of Elected Officer of the Agency)

Tracy Ames  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)  
  
Commission Expires \_\_\_\_\_





# Visiting Nurse Home Care & Hospice

of Carroll County  
and Western Maine

## Our Mission

**We use our passion for  
compassion to provide exceptional  
home health care, enabling  
independent living and quality of  
life for our clients and their  
families.**

*Passionate people. Compassionate care.*





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**FINANCIAL STATEMENTS**

**June 30, 2018 and 2017**

**With Independent Auditor's Report**





## INDEPENDENT AUDITOR'S REPORT

Board of Directors  
Visiting Nurse Home Care & Hospice of Carroll County

We have audited the accompanying financial statements of Visiting Nurse Home Care & Hospice of Carroll County, which comprise the balance sheets as of June 30, 2018 and 2017, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

### **Management's Responsibility for the Financial Statements**

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

### **Auditor's Responsibility**

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with U.S. generally accepted auditing standards. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

**Opinion**

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Visiting Nurse Home Care & Hospice of Carroll County as of June 30, 2018 and 2017, and the results of its operations and changes in its net assets and its cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

*Berry Dunn McNeil & Parker, LLC*

Manchester, New Hampshire  
November 5, 2018

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Balance Sheets

June 30, 2018 and 2017

ASSETS

	<u>2018</u>	<u>2017</u>
Current assets		
Cash and cash equivalents	\$ 745,236	\$ 689,917
Patient accounts receivable, less allowance for uncollectible accounts of \$24,237 in 2018 and \$39,093 in 2017	480,397	467,033
Other current assets	85,708	91,656
Insurance receivable	<u>-</u>	<u>99,000</u>
Total current assets	1,311,341	1,347,606
Assets limited as to use	2,356,112	2,259,735
Property and equipment, net	<u>102,471</u>	<u>96,072</u>
Total assets	<u>\$ 3,769,924</u>	<u>\$ 3,703,413</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued liabilities	\$ 57,125	\$ 36,638
Accrued payroll and related expenses	149,403	162,378
Settlement payable	<u>-</u>	<u>99,000</u>
Total current liabilities and total liabilities	206,528	298,016
Net assets		
Unrestricted	<u>3,563,396</u>	<u>3,405,397</u>
Total liabilities and net assets	<u>\$ 3,769,924</u>	<u>\$ 3,703,413</u>

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The accompanying notes are an integral part of these financial statements.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Operations and Changes in Net Assets**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Operating revenue		
Patient service revenue	\$ 2,662,969	\$ 3,005,747
Provision for bad debts	<u>(70,500)</u>	<u>(24,000)</u>
Net patient service revenue	2,592,469	2,981,747
Grant revenue	208,659	165,593
Other operating revenue	<u>85,627</u>	<u>83,909</u>
Total operating revenue	<u>2,886,755</u>	<u>3,231,249</u>
Operating expenses		
Salaries and benefits	2,153,462	2,228,409
Other operating expenses	757,517	754,012
Depreciation	<u>26,127</u>	<u>27,645</u>
Total operating expenses	<u>2,937,106</u>	<u>3,010,066</u>
Operating (loss) income	<u>(50,351)</u>	<u>221,183</u>
Other revenue and gains		
Contributions	86,798	68,096
Investment income, net	62,228	45,598
Change in fair value of investments	<u>59,324</u>	<u>106,712</u>
Total other revenue and gains	<u>208,350</u>	<u>220,406</u>
Excess of revenue over expenses and increase in unrestricted net assets	157,999	441,589
Net assets, beginning of year	<u>3,405,397</u>	<u>2,963,808</u>
Net assets, end of year	<u>\$ 3,563,396</u>	<u>\$ 3,405,397</u>

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The accompanying notes are an integral part of these financial statements.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Statements of Cash Flows**

**Years Ended June 30, 2018 and 2017**

	<u>2018</u>	<u>2017</u>
Cash flows from operating activities		
Change in net assets	\$ 157,999	\$ 441,589
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	26,127	27,645
Provision for bad debts	70,500	24,000
Change in fair value of investments	(59,324)	(106,712)
(Increase) decrease in		
Patient accounts receivable	(83,864)	21,444
Insurance receivable	99,000	(99,000)
Other current assets	5,948	3,390
Increase (decrease) in		
Accounts payable and accrued liabilities	20,487	10,461
Accrued payroll and related expenses	(12,975)	47,712
Settlement payable	<u>(99,000)</u>	<u>99,000</u>
Net cash provided by operating activities	<u>124,898</u>	<u>469,529</u>
Cash flows from investing activities		
Investment purchases	(635,413)	(690,424)
Proceeds from sale of investments	598,360	415,793
Capital expenditures	<u>(32,526)</u>	<u>(3,902)</u>
Net cash used by investing activities	<u>(69,579)</u>	<u>(278,533)</u>
Net increase in cash	55,319	190,996
Cash, beginning of year	<u>689,917</u>	<u>498,921</u>
Cash, end of year	<u>\$ 745,236</u>	<u>\$ 689,917</u>

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The accompanying notes are an integral part of these financial statements.

# VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2018 and 2017

### 1. Summary of Significant Accounting Policies

#### Organization

Visiting Nurse Home Care & Hospice of Carroll County (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide comprehensive home care services to communities in New Hampshire.

#### Income Taxes

The Association is a not-for-profit corporation as described in under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the financial statements.

#### Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

#### Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

#### Investments

The Association reports investments at fair value and has elected to report all gains and losses in the excess of revenue over expenses to simplify the presentation of these accounts in the statement of operations and changes in net assets, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

**VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY**

**Notes to Financial Statements**

**June 30, 2018 and 2017**

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible amounts by analyzing its past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are 100% reserved. Management regularly reviews data about revenue in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows:

	<u>2018</u>	<u>2017</u>
Balance, beginning of year	\$ 39,093	\$ 40,615
Provision for bad debts	70,500	24,000
Write-offs	<u>(85,356)</u>	<u>(25,522)</u>
Balance, end of year	<u>\$ 24,237</u>	<u>\$ 39,093</u>

The increase in the 2018 provision is primarily due to challenges in reconciling older receivables in conjunction with an electronic medical records and billing system transition.

**Assets Limited As To Use**

Assets limited as to use consist of assets designated by the board.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee-for-service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.



# VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2018 and 2017

Charges for services to patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payers and others, including estimated retroactive adjustments under reimbursement agreements with third-party payers. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

### Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying financial statements.

### 2. Investments and Assets Limited As To Use

Investments and assets limited as to use, stated at fair value, are as follows:

	<u>2018</u>	<u>2017</u>
Cash and cash equivalents	\$ 49,176	\$ 152,748
Equity securities	890,000	788,151
Mutual funds	<u>1,416,936</u>	<u>1,318,836</u>
Total investments	<u>\$ 2,356,112</u>	<u>\$ 2,259,735</u>

VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

Notes to Financial Statements

June 30, 2018 and 2017

**Fair Value Measurement**

Financial Accounting Standards Board Accounting Standards Codification (ASC) Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all the Association's investments is measured on a recurring basis using Level 1 inputs.

**3. Property and Equipment**

Property and equipment consists of the following:

	<u>2018</u>	<u>2017</u>
Furniture and equipment	\$ 516,226	\$ 483,700
Less accumulated depreciation	<u>(413,755)</u>	<u>(387,628)</u>
Property and equipment, net	<u>\$ 102,471</u>	<u>\$ 96,072</u>

**4. Patient Service Revenue**

Patient service revenue is as follows:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 1,995,024	\$ 2,241,239
Medicaid	238,288	257,584
Other third-party payers and private pay	<u>429,657</u>	<u>506,924</u>
Total	<u>\$ 2,662,969</u>	<u>\$ 3,005,747</u>

# VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2018 and 2017

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation as well as significant regulatory action including fines, penalties and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide these services is not considered material to the financial statements.

The Association was able to provide these services through local community support. Local community support consisted of contributions and municipal appropriations.

### 5. Functional Expenses

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows:

	<u>2018</u>	<u>2017</u>
Program services	\$ 2,208,465	\$ 2,349,632
Administrative and general	<u>728,641</u>	<u>660,434</u>
Total	<u>\$ 2,937,106</u>	<u>\$ 3,010,066</u>

### 6. Commitments and Contingencies

#### Leases

Leases that do not meet the criteria for capitalization are classified as operating leases with related rental charges to operations as incurred.

# VISITING NURSE HOME CARE & HOSPICE OF CARROLL COUNTY

## Notes to Financial Statements

June 30, 2018 and 2017

The following is a schedule, by year, of future minimum lease payments under operating leases for office facilities as of 2018 that have initial or remaining lease terms in excess of one year:

2019	\$ 47,836
2020	47,836
2021	47,836
2022	47,836
2023	<u>7,973</u>
Total	<u>\$ 199,317</u>

Rental expense amounted to \$47,957 in 2018 and \$46,142 in 2017.

### Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at June 30, 2018 and 2017, which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available in future periods.

### Litigation

The Association was involved in litigation relating to an employment matter arising in the normal course of business. After consultation with legal counsel, a settlement of \$99,000 was agreed to be paid in 2017 which was reimbursed by insurance.

### 7. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source:

	<u>2018</u>	<u>2017</u>
Medicare	75 %	69 %
Medicaid	4	7
Other	<u>21</u>	<u>24</u>
Total	<u>100 %</u>	<u>100 %</u>

### 8. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through November 5, 2018, which is the date the financial statements were available to be issued.

**Visiting Nurse Home Care & Hospice of Carroll County**  
**Board of Directors**  
Effective 4/2/19

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*2018-2020*  
**Joan Lanoie, President**

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*2018-2020*  
**Myles Crowe, Secretary**

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*2018-2020*  
**Ashley Gore, Treasurer**

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*2017-2019*  
Leona Cloutier

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*2018-2020*  
Tyler Cyr

---

*2018-2020*  
Ellen Jessop

---

*2019-2021*  
Gale Johnsen

---

*2018-2020*  
Andrea Masters

---

*2017-2019*  
Gail Paine

---

*2017-2019*  
Susan Ruka

## Sandra L. Ruka

### PROFESSIONAL INFORMATION

Registered Nurse State of NH # 024267-21  
1978 to present

### EXPERIENCE

<u>Date</u>	<u>Title</u>	<u>Employer</u>
2008-present	Executive Director	Visiting Nurse Home Care & Hospice of Carroll County (formerly Visiting Nurse and Hospice Care Services of Northern Carroll County name change post merger with Carroll County Health and Home Care services)
2002-2008	Hospice Administrator Quality Improvement Clinical Director	Visiting Nurse and Hospice Care Services of Northern Carroll County
1999-2002	Patient Advocate	The Memorial Hospital North Conway, NH
1998-2002	Case Manager / Department Head	The Memorial Hospital North Conway, NH
1996-1997	Clinical Instructor Certified Nursing Assistant Program	College for Lifelong Learning Conway, NH
1991-1998	Staff RN –Clinical Nurse III Maternity Department 230 deliveries/yearly	The Memorial Hospital North Conway, NH
1989-1991	Staff RN-Emergency Department 1800 visits yearly Staff RN- Maternity Department	The Memorial Hospital North Conway, NH
1988-1989	Clinical Manager Emergency Department	The Memorial Hospital North Conway, NH

	10 staff members	
1986-1988	Staff RN- Emergency Department	The Memorial Hospital North Conway, NH
1981-1986	Night Supervisor	The Memorial Hospital North, Conway, NH
1979-1981	Assistant Head Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA
1978-1981	Staff Nurse 29 bed Medical Surgical Unit	The New England Baptist Hospital Boston, MA

### **EDUCATION**

<b><u>Date</u></b>	<b><u>Educational Institution</u></b>	<b><u>Program</u></b>
2000-2003	University of New Hampshire	MS in Nursing
1998-2001	University of New Hampshire	BS in Nursing
1996 – 1997	College for Life Long Learning	Liberal Arts Courses
1975 – 1978	New England Baptist Hospital School of Nursing	Diploma in Nursing
1975 – 1978	Pine Manor College	Associate of Science

### **PROFESSIONAL MEMBERSHIPS**

Member Board of Directors Home Care Association of New Hampshire  
 Chair Education Committee Home Care Association of New Hampshire  
 Member of NH Home Care Association's Legislative Action Committee  
 Member of NH Home Care Associations Dual Eligible's Committee  
 President Board of Managers-Rural Home Care Network  
 Board of Managers White Mountain Community Health Council  
 Agency membership Home Care Association of New Hampshire  
 Agency membership Visiting Nurse Association of America

### **HONORS**

Visiting Nurse and Hospice Care Services of Northern Carroll County recipient of the Bob Morrell Community Service Award 2009

Sigma Theta Tau International Nursing Honor Society

Recipient The Memorial Hospital Scholarship, 1998, North Conway, NH.

Recipient The Memorial Hospital Volunteers Scholarship, 1998, North Conway, NH

## **PUBLICATIONS**

Ongoing bi-weekly newspaper articles "Home Health Matters" highlighting current issues and trends in home health and health care industry

Nov. 2003 poster presentation on Long Term Care Nurse Role in End of Life decision Making (Master's thesis) at Gerontological Society of America Annual Symposium

## **PRESENTATIONS**

Monthly community meetings to present available community services

Formal presentations to local community groups regarding community services and supports

May 2012 and Nov. 2007 Panel member presentation on Hospice Care and End of Life Care

June 2007 Role of LNA in Hospice Care to Carroll County Home and Health Care

June 2005 Presented seminar on End of Life Care for University of New Hampshire Continuing Education

Multiple community presentations on home and hospice care

Appearances on local access cable television and radio discussing hospice care and home care

## **PROFESSIONAL ACCOMPLISHMENTS**

Provided oversight and direction to the successful merger of Visiting Nurse and Hospice Care Services of Northern Carroll County and Carroll County Health and Home Care Services. This merger affords the agency the opportunity to provide integrated community based services to the residents of Carroll County.



**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Sandra Ruka	Executive Director	\$90,205	5%	\$4510



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
 Commissioner

Christine L. Santaniello  
 Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
 603-271-9546 1-800-852-3345 Ext. 9546  
 Fax: 603-271-4912 TDD Access: 1-800-735-2964  
 www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
 and the Honorable Council  
 State House  
 Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

See Attached Fiscal Details

EXPLANATION

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.

In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		\$267,480.08	\$129,931.24	\$397,411.32

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		\$2,066,999.96	\$1,004,203.76	\$3,071,203.72
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		\$5,237.50	\$2,538.64	\$7,776.14

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		\$213,384.92	\$103,669.56	\$317,054.48
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		<b>\$11,304.40</b>	<b>\$5,484.94</b>	<b>\$16,789.34</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		<b>\$103,780.14</b>	<b>\$50,412.76</b>	<b>\$154,192.90</b>
		<b>Total</b>		<b>\$115,084.54</b>	<b>\$55,897.70</b>	<b>\$170,982.24</b>

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		<b>\$115,434.46</b>	<b>\$56,071.98</b>	<b>\$171,506.44</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		<b>\$1,353,261.22</b>	<b>\$657,453.86</b>	<b>\$2,010,715.08</b>
		<b>Total</b>		<b>\$1,468,695.68</b>	<b>\$713,525.84</b>	<b>\$2,182,221.52</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		<b>\$170,696.95</b>	<b>\$72,107.18</b>	<b>\$242,804.13</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		<b>\$1,165,771.05</b>	<b>\$490,118.66</b>	<b>\$1,655,889.71</b>
		<b>Total</b>		<b>\$1,336,468.00</b>	<b>\$562,225.84</b>	<b>\$1,898,693.84</b>

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		<b>\$140,095.00</b>	<b>\$59,567.80</b>	<b>\$199,662.80</b>

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		<b>\$469,420.00</b>	<b>\$199,552.50</b>	<b>\$668,972.50</b>
		<b>Total</b>		<b>\$609,515.00</b>	<b>\$259,120.30</b>	<b>\$868,635.30</b>



**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		<b>\$31,927.72</b>	<b>\$15,508.36</b>	<b>\$47,436.08</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		<b>\$245,784.48</b>	<b>\$119,396.12</b>	<b>\$365,180.60</b>
		<b>Total</b>		<b>\$277,712.20</b>	<b>\$134,904.48</b>	<b>\$412,616.68</b>

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		<b>\$132,399.54</b>	<b>\$64,346.58</b>	<b>\$196,746.12</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		<b>\$410,138.96</b>	<b>\$199,259.28</b>	<b>\$609,398.24</b>
		<b>Total</b>		<b>\$542,538.50</b>	<b>\$263,605.86</b>	<b>\$806,144.36</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Visiting Nurse Home Care & Hospice of Carroll County (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 1529 White Mountain Highway, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$215,247.76 from \$442,961.91 to read: \$658,209.67.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/23/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

Visiting Nurse Home Care & Hospice of Carroll County

1.16.18  
Date

Sandra Ruxa  
Name: SANDRA RUXA  
Title: 1.16.18

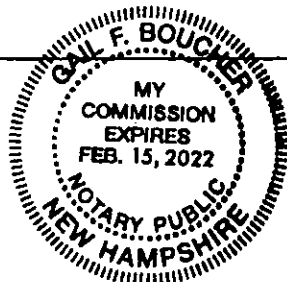
Acknowledgement of Contractor's signature:

State of New Hampshire county of Carroll on Jan 16, 2018, before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Gail F. Boucher  
Signature of Notary Public or Justice of the Peace

Gail F. Boucher  
Name and Title of Notary or Justice of the Peace

My Commission Expires: \_\_\_\_\_



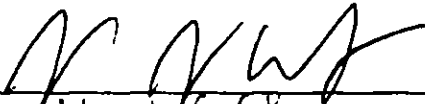
New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/23/2018  
Date

  
Name: John J. Conforti  
Title: Assistant Attorney General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>
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01/01/2017 through 06/30/2017 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	9,429	\$9.58	\$90,325.03
In Home Care Services (Title III)	1/2 Hour	390	\$9.58	\$3,736.20
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,600	\$12.50	\$32,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,857	\$10.06	\$189,701.42
In Home Care Services (Title III)	1/2 Hour	780	\$10.06	\$7,846.80
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$13.13	\$68,276.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

07/01/2018 through 06/30/2019 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	18,857	\$10.06	\$189,701.42
In Home Care Services (Title III)	1/2 Hour	780	\$10.06	\$7,846.80
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$13.13	\$68,276.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials:     *LR*    

Date: 1-16-18



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. DHHSChiefInformationOfficer@dhhs.nh.gov
      - 2.7.1.2. DHHSInformationSecurityOffice@dhhs.nh.gov
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed



Exhibit K

by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.



## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

SANDRA RUKA, EXEC DIRECTOR - UNHCH

Name, Title, and Agency Name

Sandra Ruka

Signature

1-16-18

Date



16  
max

STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1888  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.

Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

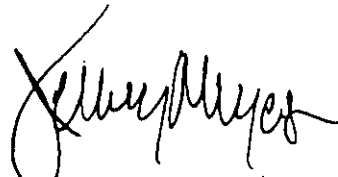
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:  
Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

		State Fiscal Year	Revised Modified Budget
		2017	\$200,890.88
		2018	\$401,772.18
		2019	\$100,445.44
		<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name
1. <u>Androscoggin Valley Home Care</u>
2. <u>Arca Home Care Family Services</u>
3. <u>Child &amp; Family Services (Hillsborough CO)</u>
4. <u>Child &amp; Family Services (Merrimack CO)</u>
5. <u>CornerStone VNA</u>
6. <u>Franklin VNA &amp; Hospice</u>
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>
8. <u>Lakes Region Community Services (Belknap CO)</u>
9. <u>Lakes Region Community Services (Grafton CO)</u>
10. <u>Lakes Region Community Services (Sullivan CO)</u>
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>
13. <u>Northwoods Home Health &amp; Hospice</u>
14. <u>The Homemakers Health Services</u>
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>
16. <u>VNA at HCS, Inc.</u>

Pass/Fail	Maximum Points	Actual Points
	150	134
	150	134
	150	140
	150	140
	150	122
	150	124
	150	95
	150	131
	150	147
	150	147
	150	139
	150	139
	150	80
	150	142
	150	133
	150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-11)


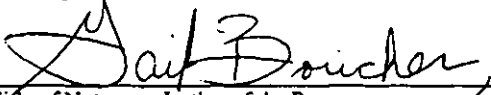
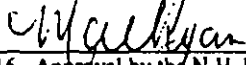

**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

1.1 State Agency Name Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Visiting Nurse Home Care & Hospice of Carroll County		1.4 Contractor Address Box 432 1529 White Mountain Highway North Conway, NH 03860	
1.5 Contractor Phone Number 603-356-7006	1.6 Account Number 05-95-48-481010-78720000 05-95-48-481010-92550000	1.7 Completion Date September 30, 2018	1.8 Price Limitation \$442,961.91
1.9 Contracting Officer for State Agency Eric D. Borrin, Director		1.10 State Agency Telephone Number 603-271-9558	
1.11 Contractor Signature  		1.12 Name and Title of Contractor Signatory  SAUDAN RUKH EXECUTIVE DIRECTOR	
1.13 Acknowledgement: State of <u>NH</u> , County of <u>Carroll</u> On <u>Dec. 1st 2016</u> before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily provee to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal] 			
1.13.2 Name and Title of Notary or Justice of the Peace  Gail Boucher, Notary			
1.14 State Agency Signature  		1.15 Name and Title of State Agency Signatory  Maureen Ryan, Director	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)  By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)  By:  On: <u>12/15/16</u>			
1.18 Approval by the Governor and Executive Council (if applicable)  By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this



Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Carroll County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),



1.6. For the purposes of this contract, Quarterly is defined as the time period from:

1.6.1. July 1 to September 30.

1.6.2. October 1 to December 31.

1.6.3. January 1 to March 31.

1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.

2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:

2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.

2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5





- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization - New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



- 2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.
- 2.2.6.1.5. Agrees that all donations support the program for which donations were given.
- 2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:
  - 2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.
  - 2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.
  - 2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
  - 2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

- 2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.
- 2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.
- 2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.
- 2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those



services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
  - 2.2.9.4.2. Declining mental or physical health of the caregiver.
  - 2.2.9.4.3. Declining mental or physical health of the individual.
  - 2.2.9.4.4. Individual has no respite services while living with a caregiver.
  - 2.2.9.4.5. Length of time on the wait list.
  - 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
  - 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.
- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
  - 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.

*[Handwritten Signature]*

*12-1-16*



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely





fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
- 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

**Exhibit B-1 Rate Sheet**

<b>In Home Care, In Home Health Aide, In Home Nursing Services</b>				
<b>1/1/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	9,429	\$9.58	\$90,325.03
In Home Care Services (Title III)	1/2 Hour	390	\$9.58	\$3,736.20
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	2,600	\$12.50	\$32,500.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00
<b>7/1/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	18,857	\$9.58	\$180,650.06
In Home Care Services (Title III)	1/2 Hour	780	\$9.58	\$7,472.40
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	5,200	\$12.50	\$65,000.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00
<b>7/1/2018 through 09/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	4,714	\$9.58	\$45,160.12
In Home Care Services (Title III)	1/2 Hour	195	\$9.58	\$1,868.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	1,300	\$12.50	\$16,250.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials:   H  

Date: 12-1-16



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.



- Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.
11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
    - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
    - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
  12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
  13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
    - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
  14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
  15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
  16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEOP on file and submit an EEOP Certification Form to the OCR, certifying that its EEOP is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEOP Certification Form to the OCR certifying it is not required to submit or maintain an EEOP. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEOP requirement, but are required to submit a certification form to the OCR to claim the exemption. EEOP Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
- 19.3. Monitor the subcontractor's performance on an ongoing basis





- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)

Check  if there are workplaces on file that are not identified here.

Contractor Name:

12-1-16  
Date

Sandra Ruka  
Name: SANDRA RUKA  
Title: Executive Director



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-I.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name:

12-1-16  
Date

Suzanne B. Rusk  
Name: SUZANNE RUSK  
Title: Executive Director



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (11)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name:

12-1-16  
Date

Sandra Ruck  
Name: SANDRA RUCK  
Title: Executive Director



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations  
and Whistleblower protections

Contractor Initials 12-116



New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name:

12-1-16  
Date

Sandra Ruka  
Name: SANDRA RUKA  
Title: EXECUTIVE DIRECTOR

Exhibit G

Contractor Initials 12-1-16

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name:

12-1-16  
Date

*Saldora Ruka*  
Name: SALDORA RUKA  
Title: EXECUTIVE DIRECTOR



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. "**Breach**" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. "**Business Associate**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "**Covered Entity**" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "**Designated Record Set**" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "**Data Aggregation**" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "**Health Care Operations**" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "**HITECH Act**" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "**HIPAA**" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. "**Individual**" shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "**Privacy Rule**" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. "**Protected Health Information**" shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.



Exhibit I

- l. **"Required by Law"** shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. **"Secretary"** shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. **"Unsecured Protected Health Information"** means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. **Other Definitions** - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) **Business Associate Use and Disclosure of Protected Health Information.**

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - I. For the proper management and administration of the Business Associate;
  - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

The State

Maureen Ryan  
Signature of Authorized Representative

Maureen Ryan  
Name of Authorized Representative

Director, OHS  
Title of Authorized Representative

12/6/14  
Date

VETERANS WORSE HOME CARE HOSPICE  
Name of the Contractor of CHARLOTTE  
COURT

Sandra Rux  
Signature of Authorized Representative

SANDRA RUX  
Name of Authorized Representative

Executive Director  
Title of Authorized Representative

12-01-2014  
Date





**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique Identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name:

12-1-16  
Date

Jordan Runk  
Name: JORDAN RUNK  
Title: EXECUTIVE DIRECTOR



**FORM A**

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 929994960
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

NO                       YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C.78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

NO                       YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____



**State of New Hampshire**  
**Department of Health and Human Services**  
**Amendment #2 to the**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 2<sup>nd</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #2") dated this 25th day of March, 2019, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS, Inc. (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), as amended on February 7, 2018, (Item #14), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to Form P-37, General Provisions, Paragraph 18, (and Exhibit C-1, Revisions to General Provisions, Paragraph 3) the State may modify the scope of work and the payment schedule of the contract upon written agreement of the parties and approval from the Governor and Executive Council; and

WHEREAS, the parties agree to extend the term of the agreement, increase the price limitation, increase the service unit rate and decrease the number of service units 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:  
June 30, 2020.
2. Form P-37, General Provisions, Block 1.8, Price Limitation, to read:  
\$3,189,616.55
3. Form P-37, General Provisions, Block 1.9, Contracting Officer for State Agency, to read:  
Nathan D. White, Director.
4. Form P-37, General Provisions, Block 1.10, State Agency Telephone Number, to read:  
603-271-9631.
5. Delete Exhibit B, Method and Conditions Precedent to Payment, in its entirety and replace with Exhibit B - Amendment #2, Method and Conditions Precedent to Payment.
6. Delete Exhibit B-1 Rate Sheet in its entirety and replace with Exhibit B-1 Rate Sheet - Amendment #2.
7. Delete Exhibit K, DHHS Information Security Requirements v.6/2017 in its entirety and replace with Exhibit K, DHHS Information Security Requirements v5.10/09/18.

New Hampshire Department of Health and Human Services  
In-Home Care, In-Home Health Aide and In-Home Nursing Services



This amendment shall be effective upon the date of Governor and Executive Council approval.  
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

4-25-19  
Date

Deborah D. Schetz  
Name: Deborah D. Schetz  
Title: Director, Division Long Term  
Supports and Services

VNA at HCS

4-8-2019  
Date

March McQuinn  
Name: MARCH MCQUINN  
Title: Training President & CEO

Acknowledgement of Contractor's signature:

State of NH, County of CHESHIRE on 4-8-19, before the undersigned officer,  
personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is  
signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Jo-Anne L. Yardley  
Signature of Notary Public or Justice of the Peace

Jo-Anne L. Yardley  
Name and Title of Notary or Justice of the Peace

My Commission Expires: JO-ANNE L. YARDLEY, Notary Public  
State of New Hampshire  
My Commission Expires June 29, 2021

**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

5/14/2019  
Date

Name: Nancy J. Smith  
Title: Sr. Asst. Atty General

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:



Exhibit B – Amendment #2

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1 Rate Sheet - Amendment #2.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1 Rate Sheet - Amendment #2.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.

Exhibit B-1 Rate Sheet - Amendment #2

**VNA at HCS  
Adult In-Home Care**

**01/01/2017 through 06/30/2017 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	44,853	\$9.58	\$ 429,691.74
Title IIIB In Home Services	1/2 Hour	693	\$9.58	\$ 6,638.94
Title IIIB Home Health Aide	1/2 Hour	46	\$12.50	\$ 575.00
Title IIIB Nursing	1/2 Hour	0	\$24.50	\$ -

**07/01/2017 through 06/30/2018 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	89,706	\$10.06	\$ 902,442.36
Title IIIB In Home Services	1/2 Hour	1,385	\$10.06	\$ 13,933.10
Title IIIB Home Health Aide	1/2 Hour	91	\$13.13	\$ 1,194.83
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

**07/01/2018 through 06/30/2019 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	89,706	\$10.06	\$ 902,442.36
Title IIIB In Home Services	1/2 Hour	1,385	\$10.06	\$ 13,933.10
Title IIIB Home Health Aide	1/2 Hour	91	\$13.13	\$ 1,194.83
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -

**07/01/2019 through 06/30/2020 Service Units**

In Home Services	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	75,204	\$12.00	\$ 902,442.36
Title IIIB In Home Services	1/2 Hour	1,161	\$12.00	\$ 13,933.10
Title IIIB Home Health Aide	1/2 Hour	75	\$16.00	\$ 1,194.83
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -



Exhibit K

DHHS Information Security Requirements

A. Definitions

The following terms may be reflected and have the described meaning in this document:

1. "Breach" means the loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for an other than authorized purpose have access or potential access to personally identifiable information, whether physical or electronic. With regard to Protected Health Information, "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
2. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.
3. "Confidential Information" or "Confidential Data" means all confidential information disclosed by one party to the other such as all medical, health, financial, public assistance benefits and personal information including without limitation, Substance Abuse Treatment Records, Case Records, Protected Health Information and Personally Identifiable Information.

Confidential Information also includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Protected Health Information (PHI), Personal Information (PI), Personal Financial Information (PFI), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.

4. "End User" means any person or entity (e.g., contractor, contractor's employee, business associate, subcontractor, other downstream user, etc.) that receives DHHS data or derivative data in accordance with the terms of this Contract.
5. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder.
6. "Incident" means an act that potentially violates an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data, unwanted disruption or denial of service, the unauthorized use of a system for the processing or storage of data; and changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent. Incidents include the loss of data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of physical or electronic

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4-8-19





mail, all of which may have the potential to put the data at risk of unauthorized access, use, disclosure, modification or destruction.

7. "Open Wireless Network" means any network or segment of a network that is not designated by the State of New Hampshire's Department of Information Technology or delegate as a protected network (designed, tested, and approved, by means of the State, to transmit) will be considered an open network and not adequately secure for the transmission of unencrypted PI, PFI, PHI or confidential DHHS data.
8. "Personal Information" (or "PI") means information which can be used to distinguish or trace an individual's identity, such as their name, social security number, personal information as defined in New Hampshire RSA 359-C:19, biometric records, etc., alone, or when combined with other personal or identifying information which is linked or linkable to a specific individual, such as date and place of birth, mother's maiden name, etc.
9. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
10. "Protected Health Information" (or "PHI") has the same meaning as provided in the definition of "Protected Health Information" in the HIPAA Privacy Rule at 45 C.F.R. § 160.103.
11. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. Part 164, Subpart C, and amendments thereto.
12. "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.

## I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

### A. Business Use and Disclosure of Confidential Information.

1. The Contractor must not use, disclose, maintain or transmit Confidential Information except as reasonably necessary as outlined under this Contract. Further, Contractor, including but not limited to all its directors, officers, employees and agents, must not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
2. The Contractor must not disclose any Confidential Information in response to a



Exhibit K

DHHS Information Security Requirements

request for disclosure on the basis that it is required by law, in response to a subpoena, etc., without first notifying DHHS so that DHHS has an opportunity to consent or object to the disclosure.

3. If DHHS notifies the Contractor that DHHS 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 Contractor must be bound by such additional restrictions and must not disclose PHI in violation of such additional restrictions and must abide by any additional security safeguards.
4. The Contractor agrees that DHHS Data or derivative there from disclosed to an End User must only be used pursuant to the terms of this Contract.
5. The Contractor agrees DHHS Data obtained under this Contract may not be used for any other purposes that are not indicated in this Contract.
6. The Contractor agrees to grant access to the data to the authorized representatives of DHHS for the purpose of inspecting to confirm compliance with the terms of this Contract.

II. METHODS OF SECURE TRANSMISSION OF DATA

1. Application Encryption. If End User is transmitting DHHS data containing Confidential Data between applications, the Contractor attests the applications have been evaluated by an expert knowledgeable in cyber security and that said application's encryption capabilities ensure secure transmission via the internet.
2. Computer Disks and Portable Storage Devices. End User may not use computer disks or portable storage devices, such as a thumb drive, as a method of transmitting DHHS data.
3. Encrypted Email. End User may only employ email to transmit Confidential Data if email is encrypted and being sent to and being received by email addresses of persons authorized to receive such information.
4. Encrypted Web Site. If End User is employing the Web to transmit Confidential Data, the secure socket layers (SSL) must be used and the web site must be secure. SSL encrypts data transmitted via a Web site.
5. File Hosting Services, also known as File Sharing Sites. End User may not use file hosting services, such as Dropbox or Google Cloud Storage, to transmit Confidential Data.
6. Ground Mail Service. End User may only transmit Confidential Data via *certified* ground mail within the continental U.S. and when sent to a named individual.
7. Laptops and PDA. If End User is employing portable devices to transmit Confidential Data said devices must be encrypted and password-protected.
8. Open Wireless Networks. End User may not transmit Confidential Data via an open



wireless network. End User must employ a virtual private network (VPN) when remotely transmitting via an open wireless network.

9. Remote User Communication. If End User is employing remote communication to access or transmit Confidential Data, a virtual private network (VPN) must be installed on the End User's mobile device(s) or laptop from which information will be transmitted or accessed.
10. SSH File Transfer Protocol (SFTP), also known as Secure File Transfer Protocol. If End User is employing an SFTP to transmit Confidential Data, End User will structure the Folder and access privileges to prevent inappropriate disclosure of information. SFTP folders and sub-folders used for transmitting Confidential Data will be coded for 24-hour auto-deletion cycle (i.e. Confidential Data will be deleted every 24 hours).
11. Wireless Devices. If End User is transmitting Confidential Data via wireless devices, all data must be encrypted to prevent inappropriate disclosure of information.

### III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

The Contractor will only retain the data and any derivative of the data for the duration of this Contract. After such time, the Contractor will have 30 days to destroy the data and any derivative in whatever form it may exist, unless, otherwise required by law or permitted under this Contract. To this end, the parties must:

#### A. Retention

1. The Contractor agrees it will not store, transfer or process data collected in connection with the services rendered under this Contract outside of the United States. This physical location requirement shall also apply in the implementation of cloud computing, cloud service or cloud storage capabilities, and includes backup data and Disaster Recovery locations.
2. The Contractor agrees to ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
3. The Contractor agrees to provide security awareness and education for its End Users in support of protecting Department confidential information.
4. The Contractor agrees to retain all electronic and hard copies of Confidential Data in a secure location and identified in section IV. A.2
5. The Contractor agrees Confidential Data stored in a Cloud must be in a FedRAMP/HITECH compliant solution and comply with all applicable statutes and regulations regarding the privacy and security. All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a


  
Date 4-8-19



Exhibit K

DHHS Information Security Requirements

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whole, must have aggressive intrusion-detection and firewall protection.

6. The Contractor agrees to and ensures its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the hosting infrastructure.

B. Disposition

1. If the Contractor will maintain any Confidential Information on its systems (or its sub-contractor systems), the Contractor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed by the Contractor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion and media sanitization, or otherwise physically destroying the media (for example, degaussing) as described in NIST Special Publication 800-88, Rev 1, Guidelines for Media Sanitization, National Institute of Standards and Technology, U. S. Department of Commerce. The Contractor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and Contractor prior to destruction.
2. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to destroy all hard copies of Confidential Data using a secure method such as shredding.
3. Unless otherwise specified, within thirty (30) days of the termination of this Contract, Contractor agrees to completely destroy all electronic Confidential Data by means of data erasure, also known as secure data wiping.

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

A handwritten signature in black ink, appearing to be "J. D.", written over a horizontal line.



3. The Contractor will maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
4. The Contractor will ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
5. The Contractor will provide regular security awareness and education for its End Users in support of protecting Department confidential information.
6. If the Contractor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the Contractor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the Contractor, including breach notification requirements.
7. The Contractor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the Contractor and any applicable sub-contractors prior to system access being authorized.
8. If the Department determines the Contractor is a Business Associate pursuant to 45 CFR 160.103, the Contractor will execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
9. The Contractor will work with the Department at its request to complete a System Management Survey. The purpose of the survey is to enable the Department and Contractor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the Contractor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the Contractor, or the Department may request the survey be completed when the scope of the engagement between the Department and the Contractor changes.
10. The Contractor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the Information Security Office leadership member within the Department.
11. Data Security Breach Liability. In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from

A handwritten signature in black ink, appearing to be 'J. M.' or similar, written over a horizontal line.

4-8-19



Exhibit K

DHHS Information Security Requirements

the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

12. Contractor must, comply with all applicable statutes and regulations regarding the privacy and security of Confidential Information, and must in all other respects maintain the privacy and security of PI and PHI at a level and scope that is not less than the level and scope of requirements applicable to federal agencies, including, but not limited to, provisions of the Privacy Act of 1974 (5 U.S.C. § 552a), DHHS Privacy Act Regulations (45 C.F.R. §5b), HIPAA Privacy and Security Rules (45 C.F.R. Parts 160 and 164) that govern protections for individually identifiable health information and as applicable under State law.
13. Contractor agrees to establish and maintain appropriate administrative, technical, and physical safeguards to protect the confidentiality of the Confidential Data and to prevent unauthorized use or access to it. The safeguards must provide a level and scope of security that is not less than the level and scope of security requirements established by the State of New Hampshire, Department of Information Technology. Refer to Vendor Resources/Procurement at <https://www.nh.gov/doi/vendor/index.htm> for the Department of Information Technology policies, guidelines, standards, and procurement information relating to vendors.
14. Contractor agrees to maintain a documented breach notification and incident response process. The Contractor will notify the State's Privacy Officer and the State's Security Officer of any security breach immediately, at the email addresses provided in Section VI. This includes a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
15. Contractor must restrict access to the Confidential Data obtained under this Contract to only those authorized End Users who need such DHHS Data to perform their official duties in connection with purposes identified in this Contract.
16. The Contractor must ensure that all End Users:
  - a. comply with such safeguards as referenced in Section IV A. above, implemented to protect Confidential Information that is furnished by DHHS under this Contract from loss, theft or inadvertent disclosure.
  - b. safeguard this information at all times.
  - c. ensure that laptops and other electronic devices/media containing PHI, PI, or PFI are encrypted and password-protected.
  - d. send emails containing Confidential Information only if encrypted and being sent to and being received by email addresses of persons authorized to receive such information.

A handwritten signature in black ink, appearing to be 'JW'.

4-8-19



- e. limit disclosure of the Confidential Information to the extent permitted by law.
- f. Confidential Information received under this Contract and individually identifiable data derived from DHHS Data, must be stored in an area that is physically and technologically secure from access by unauthorized persons during duty hours as well as non-duty hours (e.g., door locks, card keys, biometric identifiers, etc.).
- g. only authorized End Users may transmit the Confidential Data, including any derivative files containing personally identifiable information, and in all cases, such data must be encrypted at all times when in transit, at rest, or when stored on portable media as required in section IV above.
- h. in all other instances Confidential Data must be maintained, used and disclosed using appropriate safeguards, as determined by a risk-based assessment of the circumstances involved.
- i. understand that their user credentials (user name and password) must not be shared with anyone. End Users will keep their credential information secure. This applies to credentials used to access the site directly or indirectly through a third party application.

Contractor is responsible for oversight and compliance of their End Users. DHHS reserves the right to conduct onsite inspections to monitor compliance with this Contract, including the privacy and security requirements provided in herein, HIPAA, and other applicable laws and Federal regulations until such time the Confidential Data is disposed of in accordance with this Contract.

## V. LOSS REPORTING

The Contractor must notify the State's Privacy Officer and Security Officer of any Security Incidents and Breaches immediately, at the email addresses provided in Section VI.

The Contractor must further handle and report Incidents and Breaches involving PHI in accordance with the agency's documented Incident Handling and Breach Notification procedures and in accordance with 42 C.F.R. §§ 431.300 - 306. In addition to, and notwithstanding, Contractor's compliance with all applicable obligations and procedures, Contractor's procedures must also address how the Contractor will:

1. Identify Incidents;
2. Determine if personally identifiable information is involved in Incidents;
3. Report suspected or confirmed Incidents as required in this Exhibit or P-37;
4. Identify and convene a core response group to determine the risk level of Incidents and determine risk-based responses to Incidents; and

Handwritten signature of the contractor.

4-8-19

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



- 
5. Determine whether Breach notification is required, and, if so, identify appropriate Breach notification methods, timing, source, and contents from among different options, and bear costs associated with the Breach notice as well as any mitigation measures.

Incidents and/or Breaches that implicate PI must be addressed and reported, as applicable, in accordance with NH RSA 359-C:20.

**VI. PERSONS TO CONTACT**

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

A handwritten signature in black ink, appearing to be "JH", written over a horizontal line.

4-8-19



# State of New Hampshire

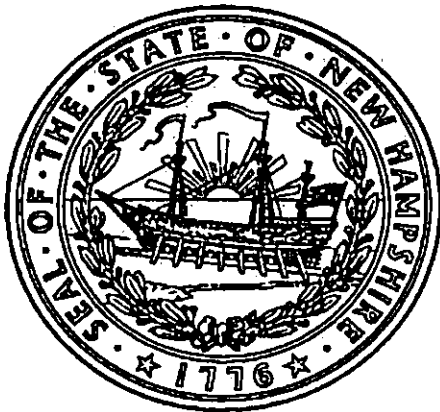
## Department of State

### 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: 0004489453



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed  
the Seal of the State of New Hampshire,  
this 5th day of April A.D. 2019.

A handwritten signature in black ink, appearing to read "Wm Gardner".

William M. Gardner  
Secretary of State

# CERTIFICATE OF VOTE

I, Allen Mendelson, do hereby certify that:  
(Name of the elected Officer of the Agency; cannot be contract signatory)

1. I am a duly elected Officer of VNA at HCS, Inc.  
(Agency Name)

2. The following is a true copy of the resolution duly adopted at a meeting of the Board of Directors of  
the Agency duly held on April 8, 2019:  
(Date)

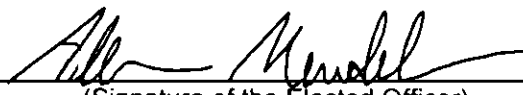
**RESOLVED:** That the Interim CEO  
(Title of Contract Signatory)

is hereby authorized on behalf of this Agency to enter into the said contract with the State and to  
execute any and all documents, agreements and other instruments, and any amendments, revisions,  
or modifications thereto, as he/she may deem necessary, desirable or appropriate.

3. The foregoing resolutions have not been amended or revoked, and remain in full force and effect as of  
the 8<sup>TH</sup> day of April, 2019.  
(Date Amendment Signed)

4. Maura McQueeney is the duly elected Interim CEO  
(Name of Contract Signatory) (Title of Contract Signatory)

of the Agency.

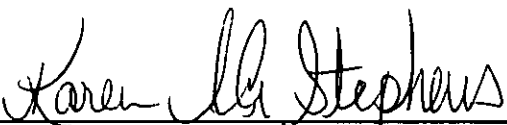
  
(Signature of the Elected Officer)

STATE OF NEW HAMPSHIRE

County of Cheshire

The forgoing instrument was acknowledged before me this 8th day of April, 2019.

By Allen Mendelson.  
(Name of Elected Officer of the Agency)

  
(Notary Public/Justice of the Peace)

(NOTARY SEAL)

Commission Expires: February 7, 2023







Comfort, care and support  
when home is where you want to be . . .

**Mission of Home Healthcare, Hospice and Community Services:**

To provide services which enable people to function throughout life at their optimal level of health, well-being and independence, according to their personal beliefs and choices.

312 Marlboro Street  
PO Box 564  
Keene, NH 03431  
603-352-2253 • 800-541-4145

Arborway  
PO Box 343  
Charlestown, NH 03603  
603-826-3322

45 Main Street  
PO Box 496  
Peterborough, NH 03458  
603-532-8353

# Home Healthcare, Hospice & Community Services

## The VNA at HCS

### —Services at home—

Visiting Nurses  
Hospice care at home  
Hospice care in long term care facilities  
and assisted living facilities  
Bereavement Support Groups  
Geriatric Care Management  
Physical Therapy  
Occupational Therapy  
Speech Therapy  
Medical Social Work  
Home Health Aides  
Homemakers  
Customized Care Private Duty  
Meals-On-Wheels

### —Community Services—

Maternal and Child Health Services  
Castle Center Life Enrichment Program  
Friendly Meals Community Dining for seniors  
Friendly Bus transportation for seniors  
City Express public transportation in Keene  
Community Wellness Programs  
Workplace Wellness Services

### —Our Mission—

*To provide services which enable people to function throughout life  
at their optimal level of health, well-being and independence,  
according to their personal beliefs and choices*

### —Communities we serve—

Acworth  
Alstead  
Andover  
Bennington  
Charlestown  
Chesterfield  
Dublin  
Fitzwilliam  
Francestown  
Gilsum  
Greenfield  
Greenville  
Hancock  
Harrisville  
Hinsdale  
Jaffrey  
Keene  
Langdon  
Lyndeborough  
Marlborough  
Marlow  
Mason  
Nelson  
New Boston  
New Ipswich  
Peterborough  
Richmond  
Rindge  
Roxbury  
Sharon  
Stoddard  
Sullivan  
Surry  
Swanzy  
Temple  
Troy  
Walpole  
Westmoreland  
Wilton  
Winchester

**HOME HEALTHCARE, HOSPICE AND COMMUNITY  
SERVICES, INC. AND AFFILIATE**

**CONSOLIDATED FINANCIAL STATEMENTS**

**YEARS ENDED JUNE 30, 2018 AND 2017**

CliftonLarsonAllen LLP



WEALTH ADVISORY | OUTSOURCING | AUDIT, TAX, AND CONSULTING



**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
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CliftonLarsonAllen LLP  
CLAconnect.com

## INDEPENDENT AUDITORS' REPORT

Board of Directors  
Home Healthcare, Hospice and Community Services, Inc. and Affiliate  
Keene, New Hampshire

We have audited the accompanying consolidated financial statements of Home Healthcare, Hospice and Community Services, Inc. and Affiliate (the Association), which comprise the consolidated balance sheet as June 30, 2018 and 2017, and the related consolidated statements of operations, changes in net assets, and cash flows for the year then ended, and the related notes to the consolidated financial statements.

### ***Management's Responsibility for the Consolidated Financial Statements***

Management is responsible for the preparation and fair presentation of these consolidated financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

### ***Auditors' Responsibility***

Our responsibility is to express an opinion on these consolidated financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the consolidated financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the consolidated financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the consolidated financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the consolidated financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the consolidated financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.



Board of Directors  
Home Healthcare, Hospice and Community Services, Inc. and Affiliate

***Opinion***

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Home Healthcare, Hospice and Community Services, Inc. and Affiliate as of June 30, 2018 and 2017, and the results of their operations, changes in their net assets, and their cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

*CliftonLarsonAllen LLP*

**CliftonLarsonAllen LLP**

Boston, Massachusetts  
January 16, 2019

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
CONSOLIDATED BALANCE SHEETS  
JUNE 30, 2018 AND 2017**

<b>ASSETS</b>	2018	2017
<b>CURRENT ASSETS</b>		
Cash and Cash Equivalents	\$ 247,576	\$ 358,264
Investments	17,938	18,536
Patient Accounts Receivable, Less Allowance for Uncollectible Accounts of \$620,128 in 2018 and \$575,388 in 2017	2,132,956	2,333,470
Other Receivables	191,155	495,268
Prepaid Expenses	249,650	358,493
Total Current Assets	2,839,275	3,564,031
<b>ASSETS LIMITED AS TO USE</b>	12,248,325	11,810,868
<b>PROPERTY AND EQUIPMENT, NET</b>	2,978,403	3,259,469
Total Assets	\$ 18,066,003	\$ 18,634,368
<b>LIABILITIES AND NET ASSETS</b>		
<b>CURRENT LIABILITIES</b>		
Line of Credit	\$ 667,125	\$ 199,846
Accounts Payable and Accrued Expenses	502,305	575,920
Accrued Payroll and Related Expenses	1,114,892	1,163,015
Deferred Revenue	622,004	547,274
Total Current Liabilities	2,906,326	2,486,055
<b>NET ASSETS</b>		
Unrestricted	14,205,505	15,054,604
Temporarily Restricted	719,941	859,478
Permanently Restricted	234,231	234,231
Total Net Assets	15,159,677	16,148,313
Total Liabilities and Net Assets	\$ 18,066,003	\$ 18,634,368

*See accompanying Notes to Consolidated Financial Statements.*

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENTS OF OPERATIONS  
YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>OPERATING REVENUE</b>		
Patient Service Revenue	\$ 14,463,382	\$ 15,856,383
Provision for Bad Debt	<u>(367,378)</u>	<u>(899,032)</u>
Net Patient Service Revenue	14,096,004	14,957,351
Other Operating Revenue	2,561,188	3,057,136
Net Assets Released from Restrictions Used for Operations	<u>45,441</u>	<u>8,766</u>
Total Operating Revenue	16,702,633	18,023,253
<b>OPERATING EXPENSES</b>		
Salaries and Related Expenses	13,428,756	13,892,443
Other Operating Expenses	5,130,498	4,846,139
Depreciation	<u>455,303</u>	<u>481,026</u>
Total Operating Expenses	<u>19,014,557</u>	<u>19,219,608</u>
<b>OPERATING LOSS</b>	(2,311,924)	(1,196,355)
<b>OTHER REVENUE AND GAINS</b>		
Contributions and Fundraising Income	425,576	104,374
Investment Income, Net	167,938	152,418
Realized and Unrealized Gains on Investments	<u>697,024</u>	<u>843,702</u>
Total Other Revenue and Gains	<u>1,290,538</u>	<u>1,100,494</u>
<b>DEFICIENCY OF REVENUE OVER EXPENSES</b>	(1,021,386)	(95,861)
Contributions of Long-Lived Assets	-	97,431
Net Assets Released from Restrictions Used for Capital	<u>172,287</u>	<u>-</u>
<b>INCREASE (DECREASE) IN UNRESTRICTED NET ASSETS</b>	<u>\$ (849,099)</u>	<u>\$ 1,570</u>

*See accompanying Notes to Consolidated Financial Statements.*

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENTS OF CHANGES IN NET ASSETS  
YEARS ENDED JUNE 30, 2018 AND 2017**

	2018	2017
<b>UNRESTRICTED NET ASSETS</b>		
Deficiency of Revenue of Expenses	\$ (1,021,386)	\$ (95,861)
Contributions of Long-Lived Assets	-	97,431
Net Assets Released from Restrictions Used for Capital	172,287	-
Increase (Decrease) in Unrestricted Net Assets	(849,099)	1,570
<b>TEMPORARILY RESTRICTED NET ASSETS</b>		
Contributions	-	107,231
Investment Income	15,074	13,047
Realized and Unrealized Gains on Investments	63,117	73,700
Net Assets Released from Restrictions Used for Operations	(45,441)	(8,766)
Net Assets Released from Restrictions Used for Capital	(172,287)	-
Increase (Decrease) in Temporarily Restricted Net Assets	(139,537)	185,212
<b>CHANGE IN NET ASSETS</b>	(988,636)	186,782
Net Assets - Beginning of Year	16,148,313	15,961,531
<b>NET ASSETS - END OF YEAR</b>	<b>\$ 15,159,677</b>	<b>\$ 16,148,313</b>

*See accompanying Notes to Consolidated Financial Statements.*

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
CONSOLIDATED STATEMENTS OF CASH FLOWS  
YEARS ENDED JUNE 30, 2018 AND 2017**

	<u>2018</u>	<u>2017</u>
<b>CASH FLOWS FROM OPERATING ACTIVITIES</b>		
Change in Net Assets	\$ (988,636)	\$ 186,782
Adjustments to Reconcile Change in Net Assets to Net Cash Used by Operating Activities:		
Depreciation	455,303	481,026
Provision for Bad Debts	367,378	899,032
Contributed Long-Lived Assets	-	(97,431)
Realized and Unrealized Gains (Losses) on Investments	(760,141)	(917,402)
Investment Income Restricted for Reinvestment	(15,074)	(13,047)
(Increase) Decrease in:		
Investments	598	135
Patient Accounts Receivable	(166,864)	(595,652)
Other Receivables	304,113	132,177
Prepaid Expenses	108,843	(52,802)
Increase (Decrease) in:		
Accounts Payable and Accrued Expenses	(73,615)	137,126
Accrued Payroll and Related Expenses	(48,123)	41,768
Deferred Revenue	74,730	(312,417)
Net Cash Used by Operating Activities	<u>(741,488)</u>	<u>(110,705)</u>
<b>CASH FLOWS FROM INVESTING ACTIVITIES</b>		
Purchase of Investments	(2,814,287)	(3,991,311)
Proceeds from Sale of Investments	3,152,045	4,256,375
Capital Expenditures	(174,237)	(229,396)
Net Cash Provided by Investing Activities	<u>163,521</u>	<u>35,668</u>
<b>CASH FLOWS FROM FINANCING ACTIVITIES</b>		
Proceeds from Line of Credit	1,730,000	3,368,846
Payments on Line of Credit	(1,262,721)	(3,289,000)
Net Cash Provided by Financing Activities	<u>467,279</u>	<u>79,846</u>
<b>NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS</b>	(110,688)	4,809
Cash and Cash Equivalents - Beginning of Year	<u>358,264</u>	<u>353,455</u>
<b>CASH AND CASH EQUIVALENTS - END OF YEAR</b>	<u>\$ 247,576</u>	<u>\$ 358,264</u>
<b>SUPPLEMENTAL DISCLOSURE</b>		
Interest Paid	<u>\$ 25,300</u>	<u>\$ 25,414</u>

See accompanying Notes to Consolidated Financial Statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES**

**Organization**

Home Healthcare, Hospice and Community Services, Inc. and Affiliate is a nonstock, nonprofit corporation in New Hampshire whose primary purpose is to act as a holding company and provide management services to its affiliate.

**Affiliate**

VNA at HCS, Inc. is a nonstock, nonprofit corporation in New Hampshire whose primary purposes are to provide home healthcare, hospice, and community services.

**Principles of Consolidation**

The consolidated financial statements include the accounts of Home Healthcare, Hospice and Community Services, Inc. and its affiliate, VNA at HCS, Inc. (collectively, the Association). They are related through a common board membership and common management. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

**Income Taxes**

The Association is a public charity under Section 501(c)(3) of the Internal Revenue Code. As a public charity, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

**Use of Estimates**

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

**Cash and Cash Equivalents**

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Allowance for Uncollectible Accounts**

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable uncollectible accounts by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. In addition, balances in excess of 365 days are fully reserved. Management regularly reviews revenue data in evaluating the sufficiency of the allowance for uncollectible accounts. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for uncollectible accounts.

A reconciliation of the allowance for uncollectible accounts follows as of June 30:

	<u>2018</u>	<u>2017</u>
Balance - Beginning of Year	\$ 575,388	\$ 422,974
Provision	367,378	899,032
Write-Offs	(322,638)	(746,618)
Balance - End of Year	<u>\$ 620,128</u>	<u>\$ 575,388</u>

**Investments**

Investments in short-term investment options are reported as current assets. Investments held for long-term return are reported as noncurrent assets.

The Association reports investments at fair value and has elected to report all gains and losses in the excess Deficit of Revenue Over Expenses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or state law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility risks. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets, statements of operations, and statements of changes in net assets.

**Assets Limited as to Use**

Assets limited as to use includes designated assets set aside by the Board of Directors and donor contributions.

**Property and Equipment**

Property and equipment are carried at cost less accumulated depreciation. Assets with an estimated useful life of more than one year and a historical cost in excess of \$5,000 are capitalized. Maintenance, repairs, and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Temporarily and Permanently Restricted Net Assets**

Temporarily restricted net assets are those whose use by the Association has been limited by donors.

Permanently restricted net assets have been restricted by donors to be maintained by the Association in perpetuity, the income from which is expendable and is recognized as temporarily restricted net assets.

**Deferred Revenue**

Deferred revenue represents advances on episodic payments that have not yet been earned. Revenue is recognized over the period in which treatment is provided (60 days) on a straight-line basis.

**Patient Service Revenue**

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a fee for service basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount.

Charges for services to all patients are recorded as revenue when services are rendered at the net realizable amounts from patients, third-party payors, and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

**Contributions**

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as either temporarily or permanently restricted support if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), temporarily restricted net assets are reclassified as unrestricted net assets and reported in the statement of operations as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as unrestricted contributions in the accompanying consolidated financial statements.



**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)**

**Cost Allocations**

The Association operates several related programs. Costs directly attributable to a program are charged to the respective program services. Management and general costs of the Association have been allocated between the programs on the basis of actual direct program costs.

**Deficiency of Revenue Over Expenses**

The statement of operations includes deficiency of revenue over expenses. Increases in unrestricted net assets which are excluded from deficiency of revenue over expenses, consistent with industry practice, including contributions of, and net assets released from donor restrictions related to, long-lived assets.

**Reclassifications**

Certain reclassifications have been made to prior year amounts to conform with the current year presentation.

**Subsequent Events**

For financial reporting purposes, subsequent events have been evaluated by management through January 16, 2019, which is the date the consolidated financial statements were available to be issued.

**New Accounting Pronouncements**

**Presentation of Financial Statements of Not-for-Profit Entities**

The Financial Accounting Standards Board (FASB) issued Accounting Standards Update (ASU) No. 2016-14, *Presentation of Financial Statements of Not-for-Profit Entities (Topic 958)*, which will modify the presentation of net asset classifications and enhance disclosures about liquidity and functional classification of expenses. The ASU is effective for financial statements issued for fiscal years beginning after December 15, 2017. Management has not yet evaluated the effects of the new standard on its consolidated financial statements.

**Revenue from Contracts with Customers**

The FASB issued ASU No. 2014-09, *Revenue from Contracts with Customers (Topic 606)*, which requires entities to identify performance obligations within contracts with customers and allocate the transaction price to those performance obligations using their standalone selling prices. The ASU is effective for financial statements issued for fiscal years beginning after December 15, 2018. Management has not yet evaluated the effects of the new standard on its consolidated financial statements.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE**

Investments and assets limited as to use, stated at fair value, are as follows as of June 30:

	<u>2018</u>	<u>2017</u>
Cash and Cash Equivalents	\$ 106,923	\$ 136,370
U.S. Government and Corporate Bonds	3,335,084	3,418,610
Marketable Securities	5,656,193	5,236,249
Mutual Funds	3,168,063	3,038,175
Total Investments and Assets Limited as to Use	<u>\$ 12,266,263</u>	<u>\$ 11,829,404</u>
Unrestricted Investments	\$ 17,938	\$ 18,536
Assets Limited as to Use:		
Board-Designated for Future Use	11,363,748	10,828,438
Donor-Restricted, Temporarily	650,346	748,199
Donor-Restricted, Permanently	234,231	234,231
Total Assets Limited as to Use	<u>12,248,325</u>	<u>11,810,868</u>
Total Investments and Assets Limited as to Use	<u>\$ 12,266,263</u>	<u>\$ 11,829,404</u>

**Fair Value Measurement**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value.

*Level 1* – Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

*Level 2* – Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

*Level 3* – Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

All of the Association's investments were measured on a recurring basis.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 2 INVESTMENTS AND ASSETS LIMITED AS TO USE (CONTINUED)**

	2018			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 1,135,706	\$ -	\$ 1,135,706
Government Bonds	2,199,378	-	-	2,199,378
Equity Securities	5,656,193	-	-	5,656,193
Mutual Funds	3,168,063	-	-	3,168,063
Assets Limited as to Use at Fair Value	<u>\$ 11,023,634</u>	<u>\$ 1,135,706</u>	<u>\$ -</u>	12,159,340
Cash and Cash Equivalents				106,923
Total Assets Limited as to Use				<u>\$ 12,266,263</u>

	2017			Total
	Level 1	Level 2	Level 3	
Corporate Bonds	\$ -	\$ 1,164,599	\$ -	\$ 1,164,599
Government Bonds	2,254,011	-	-	2,254,011
Equity Securities	5,236,249	-	-	5,236,249
Mutual Funds	3,038,175	-	-	3,038,175
Assets Limited as to Use at Fair Value	<u>\$ 10,528,435</u>	<u>\$ 1,164,599</u>	<u>\$ -</u>	11,693,034
Cash and Cash Equivalents				136,370
Total Assets Limited as to Use				<u>\$ 11,829,404</u>

Investment income and gains for cash equivalents and investments consist of the following as of June 30:

	2018	2017
Unrestricted Net Assets		
Investment Income, Net	\$ 167,938	\$ 152,418
Realized and Unrealized Gains on Investments	697,024	843,702
Restricted Net Assets		
Investment Income	15,074	13,047
Realized and Unrealized Gains on Investments	63,117	73,700
Total Unrestricted and Restricted Net Assets	<u>\$ 943,153</u>	<u>\$ 1,082,867</u>

**NOTE 3 PROPERTY AND EQUIPMENT**

Property and equipment consists of the following as of June 30:

	2018	2017
Land	\$ 471,403	\$ 471,403
Building and Improvements	5,384,931	5,384,931
Furniture, Fixtures, and Equipment	3,028,445	2,854,208
Total Cost	8,884,779	8,710,542
Less: Accumulated Depreciation	5,906,376	5,451,073
Total Property and Equipment, Net	<u>\$ 2,978,403</u>	<u>\$ 3,259,469</u>

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 4 LINE OF CREDIT**

The Association has an unsecured \$1,000,000 line of credit payable on demand with a local bank with interest at 1% above the bank's base rate (6.00% and 5.25% at June 30, 2018 and 2017, respectively). The outstanding balance was \$667,125 and \$199,846 at June 30, 2018 and 2017, respectively.

**NOTE 5 TEMPORARILY AND PERMANENTLY RESTRICTED NET ASSETS**

Temporarily and permanently restricted net assets consist of the following as of June 30:

	2018	2017
<b>Temporarily Restricted:</b>		
Jones Equipment	\$ -	\$ 142,258
Haskell Equipment	339,825	305,939
Operations	98,797	91,186
Meal Sites	1,697	2,057
Respite	4,089	4,089
Hospice	1,252	-
Hospice Memorial Garden	123,926	115,186
Johnson Family Fund	5,757	19,327
Bednar Fund	-	9,094
Barbara Duckett Scholarship	75,003	72,910
Motor Vehicles	69,595	97,432
Total Temporarily Restricted	\$ 719,941	\$ 859,478
<b>Permanently Restricted:</b>		
Hospice	\$ 10,000	\$ 10,000
Operations	8,623	8,623
Johnson Family Fund	10,202	10,202
Bednar Fund	50,000	50,000
Haskell Endowment Fund	120,570	120,570
Jones Endowment Fund	34,836	34,836
Total Permanently Restricted	\$ 234,231	\$ 234,231

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 6 ENDOWMENTS**

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts, and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as temporarily restricted net assets until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with the UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

1. The duration and preservation of the fund;
2. The purposes of the organization and the donor-restricted endowment fund;
3. General economic conditions;
4. The possible effect of inflation and deflation;
5. The expected total return from income and the appreciation of investments;
6. Other resources of the Association;
7. The investment policies of the Association;
8. The spending policy; and
9. Funds with deficiencies.

**Return Objectives and Risk Parameters**

The investment portfolio is managed to provide for the long-term support of the Association. Accordingly, these funds are managed with disciplined, longer-term investment objectives and strategies designed to meet cash flow and spending requirements. Management of the assets is designed to attain the maximum total return consistent with acceptable and agreed upon levels of risk. The Association benchmarks its portfolio performance against a number of commonly used indices.

**Strategies Employed for Achieving Objectives**

To satisfy its long-term rate of return objectives, the Association relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Association targets an asset allocation strategy wherein assets are diversified among several asset classes. The pursuit of maximizing total return is tempered by the need to minimize the volatility of returns and preserve capital. As such, the Association seeks broad diversification among assets having different characteristics with the intent to endure lower relative performance in strong markets in exchange for greater downside protection in weak markets.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 6 ENDOWMENTS (CONTINUED)**

**Spending Policy**

The Association's spending policy is equal to investment returns. All available investment returns earned on endowments are expended, or released from endowment in the year earned.

**NOTE 7 PATIENT SERVICE REVENUE**

Patient service revenue is as follows as of June 30:

	<u>2018</u>	<u>2017</u>
Medicare	\$ 9,710,931	\$ 11,144,888
Medicaid	991,348	849,769
Other Third-Party Payors	2,818,951	2,745,183
Private Pay	942,152	1,116,543
Total	<u>\$ 14,463,382</u>	<u>\$ 15,856,383</u>

Laws and regulations governing the Medicare and Medicaid programs are complex and subject to interpretation. Compliance with such laws and regulations can be subject to future government review and interpretation, as well as significant regulatory action including fines, penalties, and exclusion from the Medicare and Medicaid programs. The Association believes that it is in substantial compliance with all applicable laws and regulations. However, there is at least a reasonable possibility that recorded estimates could change by a material amount in the near term. Differences between amounts previously estimated and amounts subsequently determined to be recoverable or payable are included in net patient service revenue in the year that such amounts become known.

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$1,047,857 and \$1,762,256 for the years June 30, 2018 and 2017, respectively.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 7 PATIENT SERVICE REVENUE (CONTINUED)**

The Association is able to provide these services with a component of funds received through local community support and federal and state grants. Local community support consists of contributions received directly from the public, United Way, municipal appropriations, and investment income earned from assets limited as to use. Federal and state grants consisted of monies received from the state of New Hampshire.

**NOTE 8 FUNCTIONAL EXPENSES**

The Association provides various services to residents within its geographic location. Expenses related to providing these services are as follows as of June 30:

	2018	2017
Program Services	\$ 14,961,207	\$ 15,751,865
Administrative and General	4,053,350	3,467,743
Total	\$ 19,014,557	\$ 19,219,608

**NOTE 9 MALPRACTICE INSURANCE**

The Association insures its malpractice risks on a claims made basis. There was one known malpractice claim outstanding at June 30, 2018 and 2017. There were no unasserted claims or incidents which require loss accrual at June 30, 2018 or 2017. The Association intends to renew coverage on a claims made basis and anticipates that such coverage will be available.

**Litigation**

The Association is involved in litigation arising in the normal course of business. After consultation with legal counsel, management estimates these matters will be resolved without a material adverse effect on the Association's future financial position or results of operations.

**NOTE 10 RETIREMENT PLAN**

The Association sponsors a defined contribution plan. The retirement contributions by the Association amounted to \$165,184 and \$145,139 for 2018 and 2017, respectively.

**HOME HEALTHCARE, HOSPICE AND COMMUNITY SERVICES, INC.  
AND AFFILIATE  
NOTES TO CONSOLIDATED FINANCIAL STATEMENTS  
JUNE 30, 2018 AND 2017**

**NOTE 11 CONCENTRATION OF RISK**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable, by funding source:

	2018	2017
Medicare	65%	50%
Medicaid	3%	5%
Other Third-Party Payors	32%	45%
Total	100%	100%

**NOTE 12 CONTINGENCIES**

**Third-Party Payors**

A significant portion of the Association's net revenues and accounts receivable are derived from services reimbursable under the Medicaid and the Medicare programs. There are numerous healthcare reform proposals being considered on the federal and state levels. The Association cannot predict at this time whether any of these proposals will be adopted or, if adopted and implemented, what effect such proposals would have on the Organization.

A significant portion of the Association's revenues are derived from services under the Medicare program (see Note 2). Under this program, cost reports are subject to audit for a period of three years from the date of issuance of a Notification of Provider Reimbursement by the fiscal intermediary. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.

Medicare fiscal intermediaries and other payors periodically conduct pre-payment or post-payment medical reviews or other audits of the Association's hospice reimbursement claims. In order to conduct these reviews, the payor requests documentation from the Association and then reviews the documentation to determine compliance with applicable rules and regulations, including the eligibility of patients to receive hospice benefits, the appropriateness of the care provided to those patients, and the documentation of the care. The Association cannot predict whether medical reviews or similar audits by federal or state agencies or commercial payors of the Association hospice program will result in material recoupments or denials, which could have a material adverse effect on the Association's financial condition and results of operations.

A portion of the Association's revenues are derived from services reimbursable under the Medicaid program (see Note 2). The base year costs utilized in calculating the Medicaid prospective rates are subject to audit which could result in a retroactive rate adjustment for all years in which that base year's costs are utilized in calculating the prospective rate. It is not possible at this time to determine whether the Association will be audited or if a retroactive rate adjustment would result.





Investment advisory services are offered through CliftonLarsonAllen  
Wealth Advisors, LLC, an SEC-registered investment advisor.

**HCS/VNA at HCS, Inc.  
FY2019 Board of Directors**

Chair: Allen Mendelson

Vice-Chair: Jane Larmon

Treasurer: Julie Greenwood

Secretary: Susan Abert, Esq.

Director-at-Large: Betsy Cotter

Mike Chelstowski

Mary Davis

Julie Green

Eric Home

Maureen O'Brien

Leslie Pitts, MD, FAAFP

Brian Reilly, MD

Judy Sadoski

David Therrien

**Director at Large**

Betsy Cotter

**EX-OFFICIO**

Maura McQueeney, Interim CEO  
HCS, VNA at HCS  
312 Marlboro St.  
Keene, NH 03431  
352-2253 x121

# Mary E. Lucas

## Education

- 1997-1998 **Vermont Technical College, Randolph Center, VT**  
RN – Associate Degree in Nursing, May 1998
- 1994 – 1995 **Thompson School for Practical Nurses, Brattleboro, VT**  
Diploma in Nursing, June, 1995
- 1991 – 1993 **Greenfield Community College, Greenfield, MA**  
Business Administration/Management

## Employment

- 1999-Present **Home Healthcare, Hospice and Community Services, Keene, NH**  
1999 – 2001, Staff Nurse  
2001 – 2002, Support Services Coordinator  
2002 – 2006, Support Services Manager  
2006 – 2009, Home Health Nurse  
2009 – 2011, Home Health Aide Supervisor  
2001 – 2016, Hospice/Home Health Aide Supervisor  
2016 – 2018, Clinical Manager of Customized Care  
2018 – present, RN Administrator, The Castle Center
- 1998 - 1999 **Langdon Place of Keene, NH**  
RN Charge Nurse on Alzheimer's Unit for 24 residents.  
Implementing care plans of residents with a psychiatrist on a bi-weekly basis, resident assessments, treatments, medication nurse.
- 1998 – 1997 LPN Charge Nurse, Skilled Nursing Care for 25 residents.  
Duties included: medication nurse, treatment nurse, oversee duties of CNA, resident assessments, update nursing care plans.
- 1996 – 1997 **Linda Manor Extended Care**  
1996 – LPN – Charge Nurse for 41 residents  
1997 – LPN – Sub-Acute unit of 20 patients.  
Duties included: medication nurse, treatment nurse, update nursing care plans, supervision of CNA staff, communication of resident's care with physician.
- 1995 – 1996 **Center for Extended Care of Amherst, Amherst, MA**  
LPN – Long Term Care Facility  
Duties included: medication nurse, treatment nurse, resident assessments, scheduling MD., Podiatrists, Optometrist appointments, update nursing care plans, supervision of CNA staff, communication of resident's care with physician.
- 1994 – 1995 **Heritage Hall South, Agwam, MA**  
LPN – Respiratory Care Unit  
Duties included: vent care, in-line suctioning, trachea care, medication nurse, treatment nurse, assessment of residents, communication of resident's care with physician, supervision of CNA staff. IV Certification.

# Laura Brow

## Professional Credentials:

- Masters Degree Registered Nurse in the State of New Hampshire
- Nursing requires excellence in order to provide effective and value-based care for patients. Excellence is derived from nurses who are committed to continually learn and adapt within their perspective roles in the ever-changing face of healthcare. In my twenty years of nursing I have seen many changes and have effectively faced challenges in order to improve care provided to patients. I am focused on sharing my skills related to evidence-based practices, share governance, transformational leadership, and effective communication. I have pursued higher education with a focus on executive management and leadership, proving my dedication to professional goals of improving patient outcomes, patient satisfaction, and quality of care. The profession of nursing needs effective leaders who are innovative, dedicated, transparent, and inspire other nurses to lead, which helps to foster partnerships within the health care system and shows true accountability of nurses whether providing direct patient care or collaborating in the board room. Being accountable and upholding current agency goals and developing new goals as appropriate should be the focus in establishing priorities related to the viability of healthcare organizations ensuring accessibility for patients within the surrounding community. I understand the importance of work culture and how this can impact staff satisfaction and patient care. I am dedicated to the leadership role and value the practice of self-reflection and integrity and possess the knowledge to be an effective team leader within any health care agency.

## Education:

- Mount Wachusett Community College, Gardner, MA 01440
  - 1992-1996
  - Associate's Degree in Nursing
- Devry University/Chamberlain College of Nursing, Chicago, IL, online program
  - RN to BSN bridging to MSN degree
  - 2013-2017; GPA 4.0
  - MSN – earned July 2017; GPA 4.0

## Employment:

### Home Healthcare, Hospice and Community Services: 2007 – present

2018 – Present: Director of Clinical Operations

2017 – 2018: Interim VNA Program Director, then made permanent VNA Program Director

2013 – 2017: Patient Care Manager

2007 – 2013: Home Health Nurse

C&C Healthcare Unlimited Inc. Agency: RN: 2007 – 2008

I worked for a nursing agency to supplement my income during the summer months when I was a school nurse. In this role I worked in sub-acute units, Alzheimer units, and long-term care facilities providing the same nursing services listed above in my school nurse experience.

Keene School District: School Nurse: 2006 – 2008

Developed individualized care plans for students with chronic conditions, provided school health services for ages 5 – 18, screening services for vision, height and weight, provided education on communicable diseases, nutrition, injuries, emergencies. I worked with families to support healthier home environments.

Cheshire Medical Center: Staff RN on medical/surgical unit: 2003 – 2006

Medication management, body systems management, post-surgical care, IV management, full body assessments, wound management, collaboration with physicians/surgeons, documentation needs, delegation to LNAs, communicated with other departments to ensure a smooth transition for patients, collaborated with community resources for appropriate discharge of patients to their home or skilled unit.

Leo P. LaChance Center: Staff RN / Charge Nurse: 1999 – 2003

Medication management, wound care, tracheotomy care, full body assessments, body systems management, required documentation, managing nursing staff, task oriented, managed weekend schedule, delegation to LNAs, collaboration with physicians and caregivers, implementation of facility discharges, documentation needs.

Loudon Long Term Care Center: Charge Nurse: 1998 – 1999

Managing nursing staff, overseeing patient care, collaboration with physicians and caregivers, assisting nursing staff as appropriate with medication administration, documentation needs, wound care management.

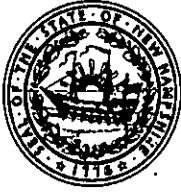
Wachusett Manor Nursing Home: Staff RN: 1996 – 1998

Medication administration, wound care, full body assessments, urinary catheter care, G-tube management, delegation to LNAs, documentation needs.

**CONTRACTOR NAME**

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Mary Lucas	Nurse Administrator	73,000.00	30%	21,900
Laura Brow	Director of Clinical Programs	105,000.00	30%	31,500



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**STATE OF NEW HAMPSHIRE**  
**DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
**DIVISION OF LONG TERM SUPPORTS AND SERVICES**

**BUREAU OF ELDERLY & ADULT SERVICES**

Jeffrey A. Meyers  
Commissioner

Christine L. Santaniello  
Director

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9546 1-800-852-3345 Ext. 9546  
Fax: 603-271-4912 TDD Access: 1-800-735-2964  
www.dhhs.nh.gov

January 11, 2017

His Excellency, Governor Christopher T. Sununu  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, Bureau of Elderly and Adult Services, to exercise renewal options and **retroactively** amend existing contracts with the vendors listed below, for the provision of In-Home Care Services, In-Home Health Aide Services, and In-Home Nursing Services to issue a legislatively appropriated rate increase for these services by increasing the combined price limitation by \$5,820,312.12 from \$12,235,510.45 to an amount not to exceed \$18,055,822.57 and by extending the contract completion date from September 30, 2018 to June 30, 2019, effective **retroactive** to July 1, 2017 upon Governor and Executive Council approval. The twelve (12) original agreements were approved by the Governor and Executive Council on December 21, 2016 (item #16); February 15, 2017 (item #11) and March 8, 2017 (item #8). 56% Federal Funds and 44% General Funds.

Vendor	Vendor Code	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin, NH	\$1,044,711.80
Area Home Care & Family Services, Inc.	166931	Portsmouth, NH	\$3,948,115.24
Child and Family Services	177166	Manchester, NH	\$3,468,615.04
Cornerstone VNA	230881	Rochester, NH	\$324,830.62
Franklin VNA & Hospice	154177	Franklin, NH	\$170,982.24
The Homemakers Health Services	154849	Rochester, NH	\$2,182,221.52
Lakes Region Community Services	177251	Laconia, NH	\$1,898,693.84
Lake Sunapee Community Health Services	174248	New London, NH	\$868,635.30
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$412,616.68
North Country Home Health & Hospice Agency, Inc.	154643	Littleton, NH	\$806,144.36
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$658,209.67
VNA at HCS	177274	Keene, NH	\$2,272,046.26
		<b>TOTAL:</b>	<b>\$18,055,822.57</b>

Funds to support this request are available in the following accounts in State Fiscal Year 2018 and State Fiscal Year 2019, with the authority to adjust encumbrances between State Fiscal Years through the Budget Office without Governor and Executive Council approval, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

This request is retroactive to July 1, 2017 because the New Hampshire Legislature, through HB 144, appropriated in each year of the biennium (State Fiscal Years 2018 and 2019), a one-time increase of up to five percent (5%) for elderly and adult non-Medicaid services.

The purpose of these amendments is to continue to support the needs of older, isolated and frail adults living in the community through Home Health Services by increasing the price limitations and extending the completion dates of the contracts. The vendors will continue providing statewide In-Home Care, In-Home Health Aide, and In-Home Nursing services to eligible individuals ages sixty (60) and older or to individuals ages eighteen (18) and older with a disability or chronic illness to support them to live as independently as possible, safely and with dignity in their homes.

In-Home Care Services, through Title III and Title XX programs, provide assistance that includes, but is not limited to: household maintenance and housekeeping; and meal planning and preparation.

In-Home Health Aide Services provide assistance in managing individual personal care needs, including bathing and grooming. These services incorporate conducting assessments, developing service plans, and accompanying clients to and from their home when they require care by a licensed provider.

In-Home Nursing Services incorporate providing nursing services, conducting medical needs evaluations, and developing a nursing care plan to support the individuals in their homes. Nursing services include general licensed practical nurse or registered nurse duties including, but not limited to, assistance with preparing and administering medications; providing health evaluations; and developing health and wellness plans.

The original contracts were approved on December 21, 2016; February 15, 2017 and March 8, 2017 were competitively bid and include the Department's right to extend the agreements for up to two (2) years, contingent upon satisfactory delivery of services, available funding, agreement of the parties and approval of the Governor and Executive Council.

Should the Governor and Executive Council not approve this request, the Legislature's direction to increase the service unit rate for In-Home Care, In-Home Health Aide, and In-Home Nursing Services and its inclusion of funding in the current biennium to support this increase, will be unfulfilled.

Area served: Statewide

Source of Funds: Amendments are 56% Federal Funds and 44% General Funds. Overall contracts are 61% Federal Funds and 39% General Funds. United States Department of Health and Human Services, Administration for Community Living, Older Americans Act Title III, Grants for State and Community Programs on Aging – Title IIIB, Catalog of Federal Domestic Assistance #93.044 and Federal Award Identification Number 17AANHT3SS; and United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant, Title XX, Catalog of Federal Domestic Assistance #93.667.



In the event that the Federal Funds become no longer available, additional General Funds will not be requested to support this program.

Respectfully submitted,



Christine L. Santaniello  
Director



Approved by: Jeffrey A. Meyers  
Commissioner

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Androscoggin Valley Home Care Services (Vendor Code 157347)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 25,107.46	\$0.00	\$25,107.46
2018	540-500382	SS Contracts	multiple	\$ 50,214.92	\$ 2,523.72	\$52,738.64
2019	540-500382	SS Contracts	multiple	\$ 12,558.52	\$ 40,180.12	\$52,738.64
		<i>Subtotal</i>		<b>\$87,880.90</b>	<b>\$42,703.84</b>	<b>\$130,584.74</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 175,783.42	\$0.00	\$175,783.42
2018	543-500385	Payments to Providers	multiple	\$ 351,557.26	\$ 17,614.56	\$369,171.82
2019	543-500385	Payments to Providers	multiple	\$ 87,886.92	\$ 281,284.90	\$369,171.82
		<i>Subtotal</i>		<b>\$615,227.60</b>	<b>\$298,899.46</b>	<b>\$914,127.06</b>
		<b>Total</b>		<b>\$703,108.50</b>	<b>\$341,603.30</b>	<b>\$1,044,711.80</b>

**Area Home Care & Family Services, Inc. (Vendor Code 166931)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$ 32,686.96	\$0.00	\$32,686.96
2018	540-500382	SS Contracts	multiple	\$ 65,373.92	\$ 3,275.52	\$68,649.44
2019	540-500382	SS Contracts	multiple	\$ 16,343.48	\$ 52,305.96	\$68,649.44
		<i>Subtotal</i>		<b>\$114,404.36</b>	<b>\$55,581.48</b>	<b>\$169,985.84</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 726,508.88	\$0.00	\$726,508.88
2018	543-500385	Payments to Providers	multiple	\$ 1,453,008.18	\$ 72,802.08	\$1,525,810.26
2019	543-500385	Payments to Providers	multiple	\$ 363,254.44	\$ 1,162,555.82	\$1,525,810.26
		<i>Subtotal</i>		<b>\$2,542,771.50</b>	<b>\$1,235,357.90</b>	<b>\$3,778,129.40</b>
		<b>Total</b>		<b>\$2,657,175.86</b>	<b>\$1,290,939.38</b>	<b>\$3,948,115.24</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Child and Family Services (Vendor Code 177166)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$76,415.88	\$0.00	\$76,415.88
2018	540-500382	SS Contracts	multiple	\$152,831.76	\$7,665.96	\$160,497.72
2019	540-500382	SS Contracts	multiple	\$38,232.44	\$122,265.28	\$160,497.72
		<i>Subtotal</i>		<b>\$267,480.08</b>	<b>\$129,931.24</b>	<b>\$397,411.32</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$ 590,568.68	\$0.00	\$590,568.68
2018	543-500385	Adult In Home Care	multiple	\$ 1,181,137.36	\$59,180.16	\$1,240,317.52
2019	543-500385	Adult In Home Care	multiple	\$ 295,293.92	\$945,023.60	\$1,240,317.52
		<i>Subtotal</i>		<b>\$2,066,999.96</b>	<b>\$1,004,203.76</b>	<b>\$3,071,203.72</b>
		<b>Total</b>		<b>\$2,334,480.04</b>	<b>\$1,134,135.00</b>	<b>\$3,468,615.04</b>

**Cornerstone VNA (Vendor Code 230881)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$1,500.00	\$0.00	\$1,500.00
2018	540-500382	SS Contracts	multiple	\$2,987.50	\$150.57	\$3,138.07
2019	540-500382	SS Contracts	multiple	\$750.00	\$2,388.07	\$3,138.07
		<i>Subtotal</i>		<b>\$5,237.50</b>	<b>\$2,538.64</b>	<b>\$7,776.14</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$60,967.12	\$0.00	\$60,967.12
2018	543-500385	Adult In Home Care	multiple	\$121,934.24	\$6,109.44	\$128,043.68
2019	543-500385	Adult In Home Care	multiple	\$30,483.56	\$97,560.12	\$128,043.68
		<i>Subtotal</i>		<b>\$213,384.92</b>	<b>\$103,669.56</b>	<b>\$317,054.48</b>
		<b>Total</b>		<b>\$218,622.42</b>	<b>\$106,208.20</b>	<b>\$324,830.62</b>

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Franklin VNA & Hospice (Vendor Code 154177)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$3,228.46	\$0.00	\$3,228.46
2018	540-500382	SS Contracts	multiple	\$6,456.92	\$323.52	\$6,780.44
2019	540-500382	SS Contracts	multiple	\$1,619.02	\$5,161.42	\$6,780.44
		<i>Subtotal</i>		\$11,304.40	\$5,484.94	\$16,789.34

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$29,650.10	\$0.00	\$29,650.10
2018	543-500385	Adult In Home Care	multiple	\$59,300.20	\$2,971.20	\$62,271.40
2019	543-500385	Adult In Home Care	multiple	\$14,829.84	\$47,441.56	\$62,271.40
		<i>Subtotal</i>		\$103,780.14	\$50,412.76	\$154,192.90
		<b>Total</b>		\$115,084.54	\$55,897.70	\$170,982.24

**The Homemakers Health Services (Vendor Code 154849)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$32,981.88	\$0.00	\$32,981.88
2018	540-500382	SS Contracts	multiple	\$65,954.18	\$3,308.10	\$69,262.28
2019	540-500382	SS Contracts	multiple	\$16,498.40	\$52,763.88	\$69,262.28
		<i>Subtotal</i>		\$115,434.46	\$56,071.98	\$171,506.44

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$386,648.80	\$0.00	\$386,648.80
2018	543-500385	Adult In Home Care	multiple	\$773,288.02	\$38,745.12	\$812,033.14
2019	543-500385	Adult In Home Care	multiple	\$193,324.40	\$618,708.74	\$812,033.14
		<i>Subtotal</i>		\$1,353,261.22	\$657,453.86	\$2,010,715.08
		<b>Total</b>		\$1,468,695.68	\$713,525.84	\$2,182,221.52

New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM

**FISCAL DETAILS**

**Lakes Region Community Services (Vendor Code 177251)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
30% FEDERAL, 70% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$64,681.77	\$0.00	\$64,681.77
2018	540-500382	SS Contracts	multiple	\$84,811.74	\$4,249.44	\$89,061.18
2019	540-500382	SS Contracts	multiple	\$21,203.44	\$67,857.74	\$89,061.18
		<i>Subtotal</i>		\$170,696.95	\$72,107.18	\$242,804.13

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$445,208.95	\$0.00	\$445,208.95
2018	543-500385	Adult In Home Care	multiple	\$576,447.76	\$28,892.62	\$605,340.38
2019	543-500385	Adult In Home Care	multiple	\$144,114.34	\$461,226.04	\$605,340.38
		<i>Subtotal</i>		\$1,165,771.05	\$490,118.66	\$1,655,889.71
		<b>Total</b>		\$1,336,468.00	\$562,225.84	\$1,898,693.84

**Lake Sunapee Community Health Services (Vendor Code 174248)**

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$52,532.50	\$0.00	\$52,532.50
2018	540-500382	SS Contracts	multiple	\$70,047.50	\$3,517.65	\$73,565.15
2019	540-500382	SS Contracts	multiple	\$17,515.00	\$56,050.15	\$73,565.15
		<i>Subtotal</i>		\$140,095.00	\$59,567.80	\$199,662.80

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$176,032.50	\$0.00	\$176,032.50
2018	543-500385	Adult In Home Care	multiple	\$234,710.00	\$11,760.00	\$246,470.00
2019	543-500385	Adult In Home Care	multiple	\$58,677.50	\$187,792.50	\$246,470.00
		<i>Subtotal</i>		\$469,420.00	\$199,552.50	\$668,972.50
		<b>Total</b>		\$609,515.00	\$259,120.30	\$868,635.30

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$9,127.68	\$0.00	\$9,127.68
2018	540-500382	SS Contracts	multiple	\$18,236.20	\$918.00	\$19,154.20
2019	540-500382	SS Contracts	multiple	\$4,563.84	\$14,590.36	\$19,154.20
		<i>Subtotal</i>		<b>\$31,927.72</b>	<b>\$15,508.36</b>	<b>\$47,436.08</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$70,221.40	\$0.00	\$70,221.40
2018	543-500385	Adult In Home Care	multiple	\$140,442.80	\$7,036.80	\$147,479.60
2019	543-500385	Adult In Home Care	multiple	\$35,120.28	\$112,359.32	\$147,479.60
		<i>Subtotal</i>		<b>\$245,784.48</b>	<b>\$119,396.12</b>	<b>\$365,180.60</b>
		<b>Total</b>		<b>\$277,712.20</b>	<b>\$134,904.48</b>	<b>\$412,616.68</b>

**North Country Home Health & Hospice Agency, Inc. (Vendor Code 154643)**

*Formerly Northern New Hampshire Healthcare Collaborative, Inc. d/b/a Northwoods Home Health & Hospice*

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$37,828.44	\$0.00	\$37,828.44
2018	540-500382	SS Contracts	multiple	\$75,656.88	\$3,801.96	\$79,458.84
2019	540-500382	SS Contracts	multiple	\$18,914.22	\$60,544.62	\$79,458.84
		<i>Subtotal</i>		<b>\$132,399.54</b>	<b>\$64,346.58</b>	<b>\$196,746.12</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$117,182.56	\$0.00	\$117,182.56
2018	543-500385	Adult In Home Care	multiple	\$234,365.12	\$11,742.72	\$246,107.84
2019	543-500385	Adult In Home Care	multiple	\$58,591.28	\$187,516.56	\$246,107.84
		<i>Subtotal</i>		<b>\$410,138.96</b>	<b>\$199,259.28</b>	<b>\$609,398.24</b>
		<b>Total</b>		<b>\$542,538.50</b>	<b>\$263,605.86</b>	<b>\$806,144.36</b>

**New Hampshire Department of Health & Human Services  
RFA-2017-BEAS-01-INHOM**

**FISCAL DETAILS**

**Visiting Nurse Home Care & Hospice of Carroll County (Vendor Code 225191)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$36,236.20	\$0.00	\$36,236.20
2018	540-500382	SS Contracts	multiple	\$72,472.40	\$3,650.40	\$76,122.80
2019	540-500382	SS Contracts	multiple	\$18,118.10	\$58,004.70	\$76,122.80
		<i>Subtotal</i>		\$126,826.70	\$61,655.10	\$188,481.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$90,325.03	\$0.00	\$90,325.03
2018	543-500385	Adult In Home Care	multiple	\$180,650.06	\$9,051.36	\$189,701.42
2019	543-500385	Adult In Home Care	multiple	\$45,160.12	\$144,541.30	\$189,701.42
		<i>Subtotal</i>		\$316,135.21	\$153,592.66	\$469,727.87
		<b>Total</b>		\$442,961.91	\$215,247.76	\$658,209.67

**VNA at HCS (Vendor Code 177274)**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS,  
40% FEDERAL, 60% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	540-500382	SS Contracts	multiple	\$7,213.94	\$0.00	\$7,213.94
2018	540-500382	SS Contracts	multiple	\$14,405.80	\$722.13	\$15,127.93
2019	540-500382	SS Contracts	multiple	\$3,602.18	\$11,525.75	\$15,127.93
		<i>Subtotal</i>		\$25,221.92	\$12,247.88	\$37,469.80

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:  
ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT,  
45% FEDERAL; 55% GENERAL**

Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2017	543-500385	Adult In Home Care	multiple	\$429,691.74	\$0.00	\$429,691.74
2018	543-500385	Adult In Home Care	multiple	\$859,383.48	\$43,058.88	\$902,442.36
2019	543-500385	Adult In Home Care	multiple	\$214,850.66	\$687,591.70	\$902,442.36
		<i>Subtotal</i>		\$1,503,925.88	\$730,650.58	\$2,234,576.46
		<b>Total</b>		\$1,529,147.80	\$742,898.46	\$2,272,046.26

<b>Grand Total:</b>						<b>\$18,055,822.57</b>
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**State of New Hampshire  
Department of Health and Human Services  
Amendment #1 to the  
In-Home Care, In-Home Health Aide and In-Home Nursing Services Contract**

This 1<sup>st</sup> Amendment to the In-Home Care, In-Home Health Aide and In-Home Nursing Services contract (hereinafter referred to as "Amendment #1") dated this 27<sup>th</sup> day of October, 2017, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and VNA at HCS (hereinafter referred to as "the Contractor"), a non-profit corporation with a place of business at 312 Marlboro Street, Keene, NH 03431.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on December 21, 2016 (Item #16), 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, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18, and Exhibit C-1 Paragraph 3, the Department reserves the right to renew the Contract for up to two (2) additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council; and

WHEREAS, the parties agree to increase the service unit rate, extend the completion date by nine (9) months, increase the price limitation, and add Exhibit K;

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 as follows:

1. General Provisions (Form P-37), Block 1.7, to read: June 30, 2019.
2. General Provisions (Form P-37), Block 1.8, to increase the Price Limitation by \$742,898.46 from \$1,529,147.80 to read: \$2,272,046.26.
3. Amend Form P-37, Block 1.9, to read: E. Maria Reinemann, Esq., Director of Contracts and Procurement.
4. Amend Form P-37, Block 1.10 to read: 603-271-9330
5. Delete Exhibit B-1 in its entirety and replace with: Exhibit B-1 – Amendment #1
6. Add Exhibit K, DHHS Information Security Requirements
7. Add Attachment A – Amendment #1



**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



This amendment shall be effective upon the date of Governor and Executive Council approval.

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

1/10/18  
Date

Christine Santaniello  
Christine Santaniello, Director  
Division of Long Term Supports and Services

VNA at HCS

12/27/17  
Date

Susan Ashworth  
Name: Susan Ashworth  
Title: Acting President/CEO

Acknowledgement of Contractor's signature:

State of NH County of Cheshire on December 27, 2017 before the undersigned officer, personally appeared the person identified directly above, or satisfactorily proven to be the person whose name is signed above, and acknowledged that s/he executed this document in the capacity indicated above.

Karen M. Campbell  
Signature of Notary Public or Justice of the Peace

Karen M. Campbell, Notary  
Name and Title of Notary or Justice of the Peace

My Commission Expires: June 4, 2019

KAREN M CAMPBELL, Notary Public  
My Commission Expires June 4, 2019

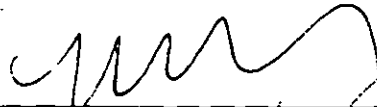
**New Hampshire Department of Health and Human Services**  
**In-Home Care, In-Home Health Aide and In-Home Nursing Services**



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

1/19/18  
Date

  
Name: William A. Kopf  
Title: Attorney

I hereby certify that the foregoing Amendment was approved by the Governor and Executive Council of the State of New Hampshire at the Meeting on: \_\_\_\_\_ (date of meeting)

OFFICE OF THE SECRETARY OF STATE

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name:  
Title:

**Exhibit B-1 Rate Sheet, Amendment #1**

**In Home Care, In Home Health Aide, In Home Nursing Services**

<b>01/01/2017 through 06/30/2017 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	44,853	\$9.58	\$429,691.74
In Home Care Services (Title III)	1/2 Hour	693	\$9.58	\$6,638.94
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	46	\$12.50	\$575.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

<b>07/01/2017 through 06/30/2018 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	89,706	\$10.06	\$902,442.36
In Home Care Services (Title III)	1/2 Hour	1,385	\$10.06	\$13,933.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$13.13	\$1,194.83
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

<b>07/01/2018 through 06/30/2019 Service Units</b>				
<b>In Home Services</b>	<b>Unit Type</b>	<b>Total # of Units of Service anticipated to be delivered.</b>	<b>Rate per Service</b>	<b>Total Amount of Monthly Funding being Requested for each Service</b>
In Home Care Services (Title XX)	1/2 Hour	89,706	\$10.06	\$902,442.36
In Home Care Services (Title III)	1/2 Hour	1,385	\$10.06	\$13,933.10
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$13.13	\$1,194.83
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$25.73	\$0.00

Contractor Initials: SA

Date: 12/27/17



**DHHS INFORMATION SECURITY REQUIREMENTS**

1. Confidential Information: In addition to Paragraph #9 of the General Provisions (P-37) for the purpose of this SOW, the Department's Confidential information includes any and all information owned or managed by the State of NH - created, received from or on behalf of the Department of Health and Human Services (DHHS) or accessed in the course of performing contracted services - of which collection, disclosure, protection, and disposition is governed by state or federal law or regulation. This information includes, but is not limited to Personal Health Information (PHI), Personally Identifiable Information (PII), Federal Tax Information (FTI), Social Security Numbers (SSN), Payment Card Industry (PCI), and or other sensitive and confidential information.
2. The vendor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services. Minimum expectations include:
  - 2.1. Contractor shall not store or transfer data collected in connection with the services rendered under this Agreement outside of the United States. This includes backup data and Disaster Recovery locations.
  - 2.2. Maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).
  - 2.3. Maintain appropriate authentication and access controls to contractor systems that collect, transmit, or store Department confidential information where applicable.
  - 2.4. Encrypt, at a minimum, any Department confidential data stored on portable media, e.g., laptops, USB drives, as well as when transmitted over public networks like the Internet using current industry standards and best practices for strong encryption.
  - 2.5. Ensure proper security monitoring capabilities are in place to detect potential security events that can impact State of NH systems and/or Department confidential information for contractor provided systems.
  - 2.6. Provide security awareness and education for its employees, contractors and sub-contractors in support of protecting Department confidential information
  - 2.7. Maintain a documented breach notification and incident response process. The vendor will contact the Department within twenty-four 24 hours to the Department's contract manager, and additional email addresses provided in this section, of a confidential information breach, computer security incident, or suspected breach which affects or includes any State of New Hampshire systems that connect to the State of New Hampshire network.
    - 2.7.1. "Breach" shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations. "Computer Security Incident" shall have the same meaning "Computer Security Incident" in section two (2) of NIST Publication 800-61, Computer Security Incident Handling Guide, National Institute of Standards and Technology, U.S. Department of Commerce.

Breach notifications will be sent to the following email addresses:

      - 2.7.1.1. [DHHSChiefInformationOfficer@dhhs.nh.gov](mailto:DHHSChiefInformationOfficer@dhhs.nh.gov)
      - 2.7.1.2. [DHHSInformationSecurityOffice@dhhs.nh.gov](mailto:DHHSInformationSecurityOffice@dhhs.nh.gov)
  - 2.8. If the vendor will maintain any Confidential Information on its systems (or its sub-contractor systems), the vendor will maintain a documented process for securely disposing of such data upon request or contract termination; and will obtain written certification for any State of New Hampshire data destroyed

New Hampshire Department of Health and Human Services

Exhibit K



by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations. When no longer in use, electronic media containing State of New Hampshire data shall be rendered unrecoverable via a secure wipe program in accordance with industry-accepted standards for secure deletion, or otherwise physically destroying the media (for example, degaussing). The vendor will document and certify in writing at time of the data destruction, and will provide written certification to the Department upon request. The written certification will include all details necessary to demonstrate data has been properly destroyed and validated. Where applicable, regulatory and professional standards for retention requirements will be jointly evaluated by the State and the vendor prior to destruction.

- 2.9. If the vendor will be sub-contracting any core functions of the engagement supporting the services for State of New Hampshire, the vendor will maintain a program of an internal process or processes that defines specific security expectations, and monitoring compliance to security requirements that at a minimum match those for the vendor, including breach notification requirements.
3. The vendor will work with the Department to sign and comply with all applicable State of New Hampshire and Department system access and authorization policies and procedures, systems access forms, and computer use agreements as part of obtaining and maintaining access to any Department system(s). Agreements will be completed and signed by the vendor and any applicable sub-contractors prior to system access being authorized.
4. If the Department determines the vendor is a Business Associate pursuant to 45 CFR 160.103, the vendor will work with the Department to sign and execute a HIPAA Business Associate Agreement (BAA) with the Department and is responsible for maintaining compliance with the agreement.
5. The vendor will work with the Department at its request to complete a survey. The purpose of the survey is to enable the Department and vendor to monitor for any changes in risks, threats, and vulnerabilities that may occur over the life of the vendor engagement. The survey will be completed annually, or an alternate time frame at the Departments discretion with agreement by the vendor, or the Department may request the survey be completed when the scope of the engagement between the Department and the vendor changes. The vendor will not store, knowingly or unknowingly, any State of New Hampshire or Department data offshore or outside the boundaries of the United States unless prior express written consent is obtained from the appropriate authorized data owner or leadership member within the Department.
6. **Data Security Breach Liability.** In the event of any security breach Contractor shall make efforts to investigate the causes of the breach, promptly take measures to prevent future breach and minimize any damage or loss resulting from the breach. The State shall recover from the Contractor all costs of response and recovery from the breach, including but not limited to: credit monitoring services, mailing costs and costs associated with website and telephone call center services necessary due to the breach.

## Attachment A – Amendment #1

### ATTESTATION

For State Fiscal Years 2018 and 2019, the New Hampshire Legislature appropriated a one-time increase of up to five percent (5%) over the reimbursement rates in place on June 30, 2017 for certain direct service providers. The increase of public funds is to be used exclusively for the purpose of increasing either service unit rates (per diem) or wages paid to individuals providing services directly to clients.

In recognition of the above, and as the authorized representative of the Agency named below, I certify that the Agency named below will use the increase in funding exclusively to increase the service unit rates for the administration of the services listed in Exhibit A – Scope of Services, and that the State may request an audit of our records to confirm the same.

Susan Ashworth, Acting President/CEO, VNA at HCS, Inc.

Name, Title, and Agency Name

Susan Ashworth

Signature

12/27/17

Date

16  
max



STATE OF NEW HAMPSHIRE  
DEPARTMENT OF HEALTH AND HUMAN SERVICES  
OFFICE OF HUMAN SERVICES  
BUREAU OF ELDERLY & ADULT SERVICES

Jeffrey A. Meyers  
Commissioner

Maureen U. Ryan  
Director of Human  
Services

129 PLEASANT STREET, CONCORD, NH 03301-3857  
603-271-9203 1-800-351-1858  
Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

December 6, 2016

Her Excellency, Governor Margaret Wood Hassan  
and the Honorable Council  
State House  
Concord, NH 03301

**REQUESTED ACTION**

Authorize the Department of Health and Human Services, Office of Human Services, Bureau of Elderly and Adult Services, to enter into contracts with the vendors listed below, for the provision of In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services, in an amount not to exceed \$9,746,988.95, effective upon Governor and Executive Council approval through September 30, 2018. 43% Federal Funds. 57% General Funds.

Vendor	Vendor #	Location	Amount
Androscoggin Valley Home Care Services	157347	Berlin	\$703,108.50
Area Home Care & Family Services, Inc.	166931	Portsmouth	\$2,657,175.86
Child and Family Services	177166	Manchester	\$2,334,480.04
Cornerstone VNA	230881	Rochester	\$218,622.42
Franklin VNA & Hospice	154177	Franklin	\$115,084.54
North Country Home Health & Hospice Agency, Inc.	154643	Littleton	\$277,712.20
The Homemakers Health Services	154849	Rochester	\$1,468,695.68
Visiting Nurse Home Care & Hospice of Carroll County	225191	North Conway	\$442,961.91
VNA at HCS	177274	Keene	\$1,529,147.80
<b>TOTAL:</b>			<b>\$9,746,988.95</b>

Funds to support this request are anticipated to be available in the following accounts in State Fiscal Year 2017, 2018, and 2019 upon the availability and continued appropriation of funds in the future operating budget, with the ability to adjust encumbrances between State Fiscal Years through the Budget Office, if needed and justified.

**See Attached Fiscal Details**

**EXPLANATION**

Notwithstanding any other provision of the Contract to the contrary, no services shall continue after June 30, 2017, and the Department shall not be liable for any payments for services provided after June 30, 2017, unless and until an appropriation for these services has been received from the state legislature and funds encumbered for the SFY 2018-2019 biennium.

The purpose of this request is to provide statewide In Home Care, In Home Health Aide, and In Home Nursing services to eligible individuals ages sixty (60) and older or to individuals with a disability or chronic illness to support them to live as independently as possible, safely, and with dignity in their homes.

In Home Care Services through Title III and Title XX programs incorporate assistance such including, but not limited to: household maintenance and housekeeping; and meal planning and preparation.

In Home Health Aide Level of Care Services provides assistance in managing an individual's personal care needs, including bathing and grooming. In Home Health Aide incorporates assessments, developing service plans, accompanying clients to and from their home when they require care by a licensed provider, and providing hands-on assistance with personal care needs.

In Home Nursing Level of Care Services incorporates nursing services, medical needs evaluations, and developing a nursing care plan to support the individual in his/her home. Nursing services include general licensed practical nurse or registered nurse duties; including but not limited to:

- Assistance with preparing and administering medication;
- Providing a health evaluation; and
- Developing a health and wellness plan.

These contracts were competitively bid. The Department issued a Request for Application on August 10, 2016. Twelve (12) proposals were received.

The proposals were evaluated by a team of Department of Health and Human Services employees with knowledge of the program requirements. The team also included staff with significant business and management expertise.

These agreements include language to renew the contracts for up to two (2) years contingent on vendors meeting performance measures, providing satisfactory services, availability of funding and approval of the Governor and Executive Council.



Nine (9) of the selected vendors are included in this package. The Department awarded two (2) separate contracts retroactively to two (2) separate vendors. Those contracts will be submitted in a separate request to Governor and Executive Council. The Department anticipates one (1) contract to be received from another vendor during the month of January, which will be presented to the Governor and Executive Council at that time.

Vendors for contracted services will assist individuals in accessing the aforementioned services by accepting applications for services either directly from clients or through referrals received. Additionally, vendors will assist clients with obtaining other services that may be of assistance to them, as appropriate.

Should the Governor and Executive Council not approve this request, funding to community programs, statewide, would be significantly impacted. Limiting funding at the community level will negatively impact home-bound individuals in the state and potentially reduce their ability to stay in their home environment.

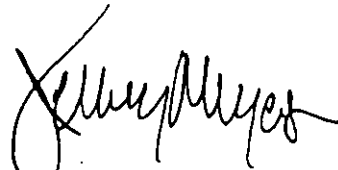
Area served: Statewide

Source of Funds: Federal Funds, Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging Title III, Part B Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.

Respectfully submitted,



Maureen U. Ryan  
Director of Human Services



Approved by:

Jeffrey A. Meyers  
Commissioner

**FINANCIAL DETAIL ATTACHMENT SHEET**

**05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (29.86% Federal Funds; 70.14% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$25,107.46
540-500382	Social Services Contracts	2018	\$50,214.92
540-500382	Social Services Contracts	2019	\$12,558.52
		<b>Subtotal</b>	<b>\$87,880.90</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,686.96
540-500382	Social Services Contracts	2018	\$65,373.92
540-500382	Social Services Contracts	2019	\$16,343.48
		<b>Subtotal</b>	<b>\$114,404.36</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$76,415.88
540-500382	Social Services Contracts	2018	\$152,856.26
540-500382	Social Services Contracts	2019	\$38,207.94
		<b>Subtotal</b>	<b>\$267,480.08</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$1,500.00
540-500382	Social Services Contracts	2018	\$2,987.50
540-500382	Social Services Contracts	2019	\$750.00
		<b>Subtotal</b>	<b>\$5,237.50</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$9,127.68
540-500382	Social Services Contracts	2018	\$18,236.20
540-500382	Social Services Contracts	2019	\$4,563.84
		<b>Subtotal</b>	<b>\$31,927.72</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
540-500382	Social Services Contracts	2017	\$32,981.88
540-500382	Social Services Contracts	2018	\$65,954.18
540-500382	Social Services Contracts	2019	\$16,498.40
		<b>Subtotal</b>	<b>\$115,434.46</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$3,228.46
540-500382	Social Services Contracts	2018	\$6,456.92
540-500382	Social Services Contracts	2019	\$1,619.02
		<b>Subtotal</b>	<b>\$11,304.40</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$36,236.20
540-500382	Social Services Contracts	2018	\$72,472.40
540-500382	Social Services Contracts	2019	\$18,118.10
		<b>Subtotal</b>	<b>\$126,826.70</b>

**VNA at HCS (Vendor #177274)**

540-500382	Social Services Contracts	2017	\$7,213.94
540-500382	Social Services Contracts	2018	\$14,405.80
540-500382	Social Services Contracts	2019	\$3,602.18
		<b>Subtotal</b>	<b>\$25,221.92</b>

**05-95-48-481010-7872 Summary for All Vendors**

Class / Account	Class Title	State Fiscal Year	Revised Modified Budget
540-500382	Social Services Contracts	2017	\$224,498.46
540-500382	Social Services Contracts	2018	\$448,958.10
540-500382	Social Services Contracts	2019	\$112,261.48
		<b>Subtotal</b>	<b>\$785,718.04</b>

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (45.686% Federal Funds; 54.314% General Funds)**

**Androscoggin Valley Home Care (Vendor #157347)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$175,783.42
543-500385	Adult In Home Care	2018	\$351,557.26
543-500385	Adult In Home Care	2019	\$87,886.92
		<b>Subtotal</b>	<b>\$615,227.60</b>

**Area Home Care Family Services, Inc (Vendor #166931)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$726,508.88
543-500385	Adult In Home Care	2018	\$1,453,008.18
543-500385	Adult In Home Care	2019	\$363,254.44
		<b>Subtotal</b>	<b>\$2,542,771.50</b>

**Child and Family Services (Vendor #177166)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$590,568.68
543-500385	Adult In Home Care	2018	\$1,181,137.36
543-500385	Adult In Home Care	2019	\$295,293.92
		<b>Subtotal</b>	<b>\$2,066,999.96</b>

**Cornerstone VNA (Vendor #230881)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$60,967.12
543-500385	Adult In Home Care	2018	\$121,934.24
543-500385	Adult In Home Care	2019	\$30,483.56
		<b>Subtotal</b>	<b>\$213,384.92</b>

**North Country Home Health & Hospice Agency (Vendor #154643)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$70,221.40
543-500385	Adult In Home Care	2018	\$140,442.80
543-500385	Adult In Home Care	2019	\$35,120.28
		<b>Subtotal</b>	<b>\$245,784.48</b>

**The Homemakers Health Services (Vendor #154849)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$386,648.80
543-500385	Adult In Home Care	2018	\$773,288.02
543-500385	Adult In Home Care	2019	\$193,324.40
		<b>Subtotal</b>	<b>\$1,353,261.22</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$29,650.10
543-500385	Adult In Home Care	2018	\$59,300.20
543-500385	Adult In Home Care	2019	\$14,829.84
		<b>Subtotal</b>	<b>\$103,780.14</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$90,325.03
543-500385	Adult In Home Care	2018	\$180,650.06
543-500385	Adult In Home Care	2019	\$45,160.12
		<b>Subtotal</b>	<b>\$316,135.21</b>

**VNA at HCS (Vendor #177274)**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$429,691.74
543-500385	Adult In Home Care	2018	\$859,383.48
543-500385	Adult In Home Care	2019	\$214,850.66
		<b>Subtotal</b>	<b>\$1,503,925.88</b>

**05-95-48-481010-9255 Summary for All Vendors**

<b>Class / Account</b>	<b>Class Title</b>	<b>State Fiscal Year</b>	<b>Revised Modified Budget</b>
543-500385	Adult In Home Care	2017	\$2,560,365.17
543-500385	Adult In Home Care	2018	\$5,120,701.60
543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Subtotal</b>	<b>\$8,961,270.91</b>
		<b>TOTAL</b>	<b>\$9,746,988.95</b>

## Summary by Vendor by Year

### Androscoggin Valley Home Care (Vendor #157347)

	State Fiscal Year	Revised Modified Budget
	2017	\$200,890.88
	2018	\$401,772.18
	2019	\$100,445.44
	<b>Total Agency</b>	<b>\$703,108.50</b>

### Area Home Care Family Services, Inc (Vendor #166931)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$759,195.84
		2018	\$1,518,382.10
		2019	\$379,597.92
		<b>Total Agency</b>	<b>\$2,657,175.86</b>

### Child and Family Services (Vendor #177166)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$666,984.56
		2018	\$1,333,993.62
		2019	\$333,501.86
		<b>Total Agency</b>	<b>\$2,334,480.04</b>

### Cornerstone VNA (Vendor #230881)

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$62,467.12
		2018	\$124,921.74
		2019	\$31,233.56
		<b>Total Agency</b>	<b>\$218,622.42</b>



**North Country Home Health & Hospice Agency (Vendor #154643)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$79,349.08
		2018	\$158,679.00
		2019	\$39,684.12
		<b>Total Agency</b>	<b>\$277,712.20</b>

**The Homemakers Health Services (Vendor #154849)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$419,630.68
		2018	\$839,242.20
		2019	\$209,822.80
		<b>Total Agency</b>	<b>\$1,468,695.68</b>

**The Visiting Nurse Assoc of Franklin (Vendor #154177)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$32,878.56
		2018	\$65,757.12
		2019	\$16,448.86
		<b>Total Agency</b>	<b>\$115,084.54</b>

**Visiting Nurse Home Care Hospice of Carroll Cty ( Vendor #225191)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$126,561.23
		2018	\$253,122.46
		2019	\$63,278.22
		<b>Total Agency</b>	<b>\$442,961.91</b>

**VNA at HCS (Vendor #177274)**

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
		2017	\$436,905.68
		2018	\$873,789.28
		2019	\$218,452.84
		<b>Total Agency</b>	<b>\$1,529,147.80</b>

Class/Account	Class Title	State Fiscal Year	Revised Modified Budget
7872-540-500382	Social Services Contracts	2017	\$224,498.46
7872-540-500382	Social Services Contracts	2018	\$448,958.10
7872-540-500382	Social Services Contracts	2019	\$112,261.48
9255-543-500385	Adult In Home Care	2017	\$2,560,365.17
9255-543-500385	Adult In Home Care	2018	\$5,120,701.60
9255-543-500385	Adult In Home Care	2019	\$1,280,204.14
		<b>Total</b>	<b>\$9,746,988.95</b>

7872-540-500382	Social Services Contracts	all	\$785,718.04
9255-543-500385	Adult In Home Care	all	\$8,961,270.91
9255-566-500918	Adult Group Day Care	all	\$0.00
		<b>Total</b>	<b>\$9,746,988.95</b>

<b>Grand Total SFY17</b>	2017	<b>\$2,784,863.63</b>
<b>Grand Total SFY18</b>	2018	<b>\$5,569,659.70</b>
<b>Grand Total SFY19</b>	2019	<b>\$1,392,465.62</b>
<b>Total Contract</b>		<b>\$9,746,988.95</b>

Account Name	Account #	Revised Modified Budget
Social Services Contracts	7872-540-500382	\$785,718.04
Adult In Home Care	9255-543-500385	\$8,961,270.91
Adult Group Day Care	9255-566-500918	\$0.00
<b>Summary of Totals</b>		<b>\$9,746,988.95</b>



New Hampshire Department of Health and Human Services  
Office of Business Operations  
Contracts & Procurement Unit  
Summary Scoring Sheet

In Home Care, In Home Health Aide, In Home Nursing Services

RFA-2017-BEAS-01-INHOM

RFA Name

RFA Number

Reviewer Names

Bidder Name	Pass/Fail	Maximum Points	Actual Points
1. <u>Androscoggin Valley Home Care</u>		150	134
2. <u>Area Home Care Family Services</u>		150	134
3. <u>Child &amp; Family Services (Hillsborough CO)</u>		150	140
4. <u>Child &amp; Family Services (Merrimack CO)</u>		150	140
5. <u>CornerStone VNA</u>		150	122
6. <u>Franklin VNA &amp; Hospice</u>		150	124
7. <u>Lake Sunapee Region VNA &amp; Hospice</u>		150	95
8. <u>Lakes Region Community Services (Belknap CO)</u>		150	131
9. <u>Lakes Region Community Services (Grafton CO)</u>		150	147
10. <u>Lakes Region Community Services (Sullivan CO)</u>		150	147
11. <u>North Country Home Health &amp; Hospice Agency (Coos Co)</u>		150	139
12. <u>North Country Home Health &amp; Hospice Agency (Grafton CO)</u>		150	139
13. <u>Northwoods Home Health &amp; Hospice</u>		150	80
14. <u>The Homemakers Health Services</u>		150	142
15. <u>Visiting Nurse Home Care &amp; Hospice of Carroll County</u>		150	133
16. <u>VNA at HCS, Inc.</u>		150	149

1. Tracey Tarr, Administrator II Elderly & Adult Services
2. Rachel Lakin, Prog Operations Administrator, BEAS Adult Protctn
3. Angele Rivers, Supervisor V, BEAS Adult Prctn Intake Unit
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_
7. \_\_\_\_\_
8. \_\_\_\_\_
9. \_\_\_\_\_

Subject: In Home Care, In Home Health Aide, In Home Nursing Services (RFA-2017-BEAS-01-INHOM-12)

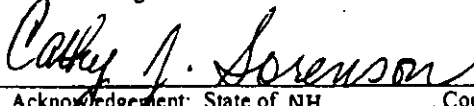
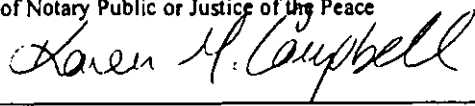
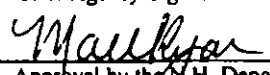
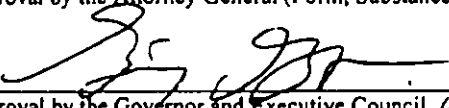
**Notice:** This agreement and all of its attachments shall become public upon submission to Governor and Executive Council for approval. Any information that is private, confidential or proprietary must be clearly identified to the agency and agreed to in writing prior to signing the contract.

**AGREEMENT**

The State of New Hampshire and the Contractor hereby mutually agree as follows:

**GENERAL PROVISIONS**

**1. IDENTIFICATION.**

<b>1.1 State Agency Name</b> Department of Health and Human Services		<b>1.2 State Agency Address</b> 129 Pleasant Street Concord, NH 03301-3857	
<b>1.3 Contractor Name</b> VNA at HCS		<b>1.4 Contractor Address</b> 312 Marlboro Street Keene, NH 03431	
<b>1.5 Contractor Phone Number</b> 603-352-2253	<b>1.6 Account Number</b> 05-95-48-481010-78720000 05-95-48-481010-92550000	<b>1.7 Completion Date</b> September 30, 2018	<b>1.8 Price Limitation</b> \$1,529,147.80
<b>1.9 Contracting Officer for State Agency</b> Eric D. Borrin, Director		<b>1.10 State Agency Telephone Number</b> 603-271-9558	
<b>1.11 Contractor Signature</b> 		<b>1.12 Name and Title of Contractor Signatory</b> Cathy J. Sorenson, President/CEO	
<b>1.13 Acknowledgment:</b> State of NH, County of Cheshire On 12/11/2016, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
<b>1.13.1 Signature of Notary Public or Justice of the Peace</b>  [Seal]		KAREN M. CAMPBELL, Notary Public My Commission Expires June 4, 2019	
<b>1.13.2 Name and Title of Notary or Justice of the Peace</b> Karen M. Campbell, Notary			
<b>1.14 State Agency Signature</b> 		<b>1.15 Name and Title of State Agency Signatory</b> Maureen Ryan, Director	
<b>1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable)</b> By: _____ Date: 12/6/16 Director, On: _____			
<b>1.17 Approval by the Attorney General (Form, Substance and Execution) (if applicable)</b> By:  On: 12/15/16			
<b>1.18 Approval by the Governor and Executive Council (if applicable)</b> By: _____ On: _____			

**2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED.** The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

**3. EFFECTIVE DATE/COMPLETION OF SERVICES.**

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.18, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.14 ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

**4. CONDITIONAL NATURE OF AGREEMENT.**

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

**5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.**

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary; and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

**6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.**

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. This may include the requirement to utilize auxiliary aids and services to ensure that persons with communication disabilities, including vision, hearing and speech, can communicate with, receive information from, and convey information to the Contractor. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

**7. PERSONNEL.**

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this

Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

#### 8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

#### 9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT/DELEGATION/SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written notice and consent of the State. None of the Services shall be subcontracted by the Contractor without the prior written notice and consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

#### 14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$1,000,000 per occurrence and \$2,000,000 aggregate; and

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than thirty (30) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than thirty (30) days prior written notice of cancellation or modification of the policy.

**15. WORKERS' COMPENSATION.**

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

**16. WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

**17. NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

**18. AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire unless no

such approval is required under the circumstances pursuant to State law, rule or policy.

**19. CONSTRUCTION OF AGREEMENT AND TERMS.**

This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

**20. THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

**21. HEADINGS.** The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**22. SPECIAL PROVISIONS.** Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

**23. SEVERABILITY.** In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

**24. ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



**Exhibit A**  
**Scope of Services**

**1. Provisions Applicable to All Services**

- 1.1. The Contractor shall submit a detailed description of the language assistance services provided to persons with limited English proficiency to ensure meaningful access to their programs and/or services within ten (10) days of the contract effective date.
- 1.2. The Contractor agrees that, to the extent future legislative action by the New Hampshire General Court or federal or state court orders may have an impact on the Services described herein, the State Agency has the right to modify Service priorities and expenditure requirements under this Agreement so as to achieve compliance therewith.
- 1.3. The Contractor shall provide services to assist eligible people to live as independently as possible in safety and with dignity in the Cheshire County service area.
- 1.4. The Contractor shall provide services to individuals who are not already receiving the same or similar services funded through other programs such as, but not limited to:
  - 1.4.1. The Medicaid State Plan.
  - 1.4.2. Any of the Home and Community Based Care Waivers administered by the Department.
  - 1.4.3. The Medicaid Program.
  - 1.4.4. Services provided through the Veterans Administration.
- 1.5. The Contractor agrees to provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the contract period, at a minimum as follows:
  - 1.5.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
  - 1.5.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
  - 1.5.3. Title XX of the United States, Social Services Block Grant (SSBG).
  - 1.5.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501),





1.6. For the purposes of this contract, Quarterly is defined as the time period from:

- 1.6.1. July 1 to September 30.
- 1.6.2. October 1 to December 31.
- 1.6.3. January 1 to March 31.
- 1.6.4. April 1 to June 30.

## 2. Scope of Work

2.1. The Contractor agrees to provide services to eligible individuals, which include but are not limited to:

2.1.1. In Home Care Service through the Title III and Title XX programs. The Contractor shall:

2.1.1.1. Provide the services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2, and NH Administrative Rule He-P 809 or He-P 822 as applicable.

2.1.1.2. Provide assistance with core household tasks to individuals, or assistance with personal care activities that do not involve hands on care, or a combination of both.

2.1.1.3. Provide core household maintenance tasks to support the safety and well-being of individuals in their homes that include but are not limited to:

2.1.1.3.1. Light housekeeping tasks, which may include but are not limited to:

2.1.1.3.1.1. Washing dishes;

2.1.1.3.1.2. Dusting;

2.1.1.3.1.3. Vacuuming;

2.1.1.3.1.4. Sweeping;

2.1.1.3.1.5. Wet-mopping floors;

2.1.1.3.1.6. Cleaning kitchen and bathroom fixtures; and

2.1.1.3.1.7. Emptying wastebaskets.

2.1.1.3.2. Meal planning and preparation, which shall include cooking and serving and storing food for breakfast, lunch, dinner, and snacks.



- 2.1.1.3.3. Laundry, which shall include washing, drying, mending and putting away the client's clothing, and ironing clothing when necessary.
- 2.1.1.3.4. Maintaining a safe home environment.
- 2.1.1.3.5. Rearranging lightweight furniture.
- 2.1.1.3.6. Shopping for groceries and other errands by buying, with funds provided by the client, groceries, clothing or other items for the client, and providing receipts to the client after each shopping transaction.
- 2.1.1.3.7. Providing and encouraging socialization for individuals.
- 2.1.1.3.8. Assistance with personal care activities that do not involve hands on care, shall include the following activities:
  - 2.1.1.3.8.1. Bathing, grooming, and shampooing, which shall include gathering and handing to the client materials related to bathing, hair care, skin care, and brushing teeth, as well as running the water, and shampooing, provided that there is no medical, nursing or therapeutic contraindication;
  - 2.1.1.3.8.2. Dressing, which shall include helping the client to put on or remove clothes, shoes and stockings, provided that there are no medical, nursing or therapeutic contraindications;
  - 2.1.1.3.8.3. Toileting and toileting assistance, which shall include helping the client while he/she is in the bathroom to reach products related to elimination and hygiene care;
  - 2.1.1.3.8.4. Reminding the client about the timing and dosage of his/her



- medicines, as stated on the prescription bottle.
- 2.1.1.3.8.5. Placing the medicine container within reach; and/or opening the medicine container.
  - 2.1.1.3.8.6. Eating which shall include arranging place settings and food in a way that makes them accessible to the client, cutting up or mashing food for easier management, filling the client's fork or spoon, encouraging the client to eat, and/or feeding the client, as long as there is no medical, nursing or therapeutic contraindication.
  - 2.1.1.3.8.7. Assisting with ambulation, which shall include accompanying the client as he/she moves from one stationary point to another, removing obstacles from his/her path, opening doors, handling the client his/her cane or walker, or bring a wheelchair to the client.
- 2.1.1.4. Evaluate client safety and well-being and initiate referrals to other services when necessary to better meet the individual's needs.
  - 2.1.1.5. Cooperate with the Department's Adult Protection Program on behalf of individuals who have open protective services cases, including regularly scheduled meetings arranged by APS staff to discuss the client's functional status and to provide any recommendations for changes in service provision.
- 2.1.2. In Home Health Aide Level of Care Services funded through Title III, only. The Contractor shall:
- 2.1.2.1. Receive referrals from an individual's health care provider(s).
  - 2.1.2.2. Perform evaluations of individuals' medical needs.



- 2.1.2.3. Develop service plans and incorporate this information into the individuals' person-centered plans of care.
  - 2.1.2.4. Provide hands-on assistance with personal care needs and Activities of Daily Living such as eating, self-administration of medication, and completion of household tasks.
  - 2.1.2.5. Accompany an individual being transported to/from their home when the individual's medical condition(s) necessitates the assistance of a licensed provider.
  - 2.1.2.6. Not provide services in Section 2.1.2, if those services are already being provided at an adult day program or at a residential care facility, or if the individual is eligible for home health aide services through the Medicare program following a hospital stay.
- 2.1.3. In Home Nursing Level of Care Services) through Title III, only. The Contractor shall:
- 2.1.3.1. Provide nursing services in an individual's home by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809.
  - 2.1.3.2. Provide the services by individuals who are licensed practical nurse (LPN) or registered nurse (RN) working within the scope of services allowed under the NH Nurse Practice Act, RSA 326-B.
  - 2.1.3.3. Receive referrals from an individual's health care provider(s).
  - 2.1.3.4. Perform an evaluation of the individual's medical needs;
  - 2.1.3.5. Develop a nursing care plan and incorporate this information into the individual's person-centered plan.
  - 2.1.3.6. Provide nursing services in accordance with the individual's person-centered plan as described in NH Administrative Rule He-E 502 and as ordered by his or her primary care provider.
  - 2.1.3.7. Coordinate nursing services to ensure that there is no duplicate provision of services.
  - 2.1.3.8. Agree that LPN and registered nursing services shall not be covered when provided for the purpose of nursing oversight of authorized LNA services.

2.2. The Contractor shall administer services as follows:



**2.2.1. Access to Services**

- 2.2.1.1. The Contractor shall assist individuals in accessing the services in Section 3 above by accepting applications for services directly from an individual and in accordance with Section 2.2.2, below.
- 2.2.1.2. The Contractor shall assist individuals in accessing the services in Section 2.1 above by accepting referrals of individuals from the Department's Adult Protection Program.

**2.2.2. Client Request and Application for Services**

- 2.2.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with New Hampshire Administrative Rules He-E 501 and He-E 502 and:
  - 2.2.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.
  - 2.2.2.1.2. Complete Form 3000 Application provided by the Department or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

**2.2.3. Client Eligibility Requirements for Services**

- 2.2.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection Program in Section 2.2.1.2, is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.3. The Contractor agrees to provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance the laws and rules listed in Section 1.5



- 2.2.3.4. The Contractor agrees to re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.5.
- 2.2.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.5.
- 2.2.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

**2.2.4. Client Assessments and Service Plans**

- 2.2.4.1. The Contractor shall develop, with input from each individual and/or his/her authorized representative, a person-centered plan to guide the provision of services in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.2. The Contractor shall monitor and adjust service plans to meet the individual's needs in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502.
- 2.2.4.3. The Contractor shall provide services to clients according to the individuals' adult protective service plan determined by the Department's Adult Protection Program to prevent or ameliorate the circumstances that contribute to the individual's risk of neglect, abuse, and exploitation.
- 2.2.4.4. The Contractor shall provide the Department, within 30 days of the contract effective date, its protocols and practices to ensure that individuals who exhibit problematic behavior due to mental health, or developmental issues or criminal histories receive services.

**2.2.5. Person Centered Provision of Services**

- 2.2.5.1. The Contractor agrees to incorporate into its agency's functions, policies, staff-client interactions and in the provision of all services in this Agreement the following Guiding Principles for Person-Centered Planning Philosophy:



- 2.2.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.
- 2.2.5.1.2. Individual's wishes, values, and beliefs are considered and respected.
- 2.2.5.1.3. Individuals are listened to; needs and concerns are addressed.
- 2.2.5.1.4. Individuals receive the information they need to make informed decisions.
- 2.2.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.
- 2.2.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.
- 2.2.5.1.7. Individual's rights are affirmed and protected.
- 2.2.5.1.8. Individuals are protected from exploitation, abuse, and neglect.
- 2.2.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the contractor.

**2.2.6. Client Fees and Donations**

- 2.2.6.1. The Contractor agrees to the donation requirements for Title III Services as follows: The Contractor:
  - 2.2.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 4.7 Adult Protection Services.
  - 2.2.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12.
  - 2.2.6.1.3. Agrees the donation is to be purely voluntary, and agrees not to refuse services if an individual is unable or unwilling to donate.



2.2.6.1.4. Agrees not to bill or invoice clients and/or their families.

2.2.6.1.5. Agrees that all donations support the program for which donations were given.

2.2.6.2. The Contractor agrees to the fee requirements for the Title XX Services as follows:

2.2.6.2.1. May charge fees to individuals, (except as stated in Section 4.7 Adult Protection Services), receiving Title XX services provided that the Vendor establishes a sliding fee schedule and provides this information to individuals seeking services.

2.2.6.2.2. Agrees that the sliding fee scale shall comply with the requirements of Administrative Rule He-E 501.

2.2.6.2.3. Agrees not to charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.

2.2.6.2.4. Agrees that all fees support the program for which donations were given.

**2.2.7. Adult Protection Services**

2.2.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH Revised Statutes Annotated 161-F: 46 of the Adult Protection law.

2.2.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services as described in this Agreement.

2.2.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

2.2.7.4. The Contractor agrees that the payment received from Department for the services in this Agreement to clients who are active recipients of Adult Protection Services as verified by the Department, is payment in full for those





services, and agrees to refrain from making any attempt to secure additional reimbursement of any type such as in Section 4.6, from said individual for those services.

**2.2.8. Referring Clients to Other Services**

2.2.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client.

**2.2.9. Client Wait Lists**

2.2.9.1. The Contractor agrees that all services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available.

2.2.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.

2.2.9.3. The Contractor shall include at a minimum the following information on its wait list:

2.2.9.3.1. The individual's full name and date of birth.

2.2.9.3.2. The name of the service being requested.

2.2.9.3.3. The date upon which the individual applied for services which shall be the date the application was received by the Contractor.

2.2.9.3.4. The target date of implementing the services based on the communication between the individual and the Contractor.

2.2.9.3.5. The date upon which the individual's name was placed on the wait list shall be the date of the notice of decision in which the individual was determined eligible for Title XX services.

2.2.9.3.6. The individual's assigned priority on the wait list, determined in accordance with Section 4.9.4 below.

2.2.9.3.7. A brief description of the individual's circumstances and the services he or she needs.

2.2.9.4. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:



- 2.2.9.4.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 2.2.9.4.2. Declining mental or physical health of the caregiver.
- 2.2.9.4.3. Declining mental or physical health of the individual.
- 2.2.9.4.4. Individual has no respite services while living with a caregiver.
- 2.2.9.4.5. Length of time on the wait list.
- 2.2.9.4.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 2.2.9.4.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with He-E 501.14 (f) and He-E 502.13.

- 2.2.9.5. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 2.2.9.6. The Contractor shall maintain the wait list during the contract period and make it available to the Department upon request.

**2.2.10. E-Studio Electronic Information System**

- 2.2.10.1. The Contractor shall be required to use the Department's E-Studio electronic information system for uploading reports to the Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.
- 2.2.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary Contractor staff.
- 2.2.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that Department is notified when a Contractor's staff member is no longer



working in the program so his/her account can be terminated.

**2.2.11. Criminal Background Check and BEAS State Registry Checks**

2.2.11.1. The Contractor shall complete a BEAS State Registry check for each of the Contractor's staff members or volunteers who will be interacting with or providing hands-on care to individuals receiving services, before the staff member or volunteer begins providing services.

2.2.11.2. The Contractor shall conduct a New Hampshire criminal records background check if a potential applicant for employment or volunteer, funded under this Agreement may have client contact.

**2.2.12. Grievance and Appeals Process**

2.2.12.1. The Contractor shall maintain a system for tracking, resolving, and reporting client complaints regarding its services, processes, procedures, and Contractor's staff that includes, but is not limited to:

2.2.12.1.1. The client's name.

2.2.12.1.2. The type of service received by the client.

2.2.12.1.3. The date of written complaint or concern of the client.

2.2.12.1.4. The nature/subject of the complaint or concern of the client.

2.2.12.1.5. The staff position in the agency who addresses complaints and concerns.

2.2.12.1.6. The methods for informing clients of their rights to file a complaint, concern, or an appeal of the Contractor's decision.

2.2.12.1.7. The Contractor shall make any filed complaints or concerns made by the client available to the Department upon request.

**2.2.13. Privacy and Security of Client Information**

2.2.13.1. The Contractor agrees the Department is the sole owner of all data and shall approve all access to that data.

2.2.13.2. The Contractor shall be in compliance with privacy policies established by governmental agencies or by state or federal law.



- 2.2.13.3. The Contractor shall maintain direct control of State owned confidential data and apply at least minimum required security controls and protections according to all applicable Federal, State laws for the protection of confidential or protected data at rest, in transit, during processing, and during destruction.
- 2.2.13.4. The Contractor shall provide a documented process to the Department within thirty (30) days of the contract effective date for securely disposing of data, data storage hardware, and or media; and shall obtain written certification for any State data destroyed by the vendor or any subcontractors as a part of ongoing, emergency, and or disaster recovery operations.
- 2.2.13.5. The Contractors' personnel and/or subcontractors who may store, transmit, or use NH State confidential or protected data or may have physical access to facilities or computer systems and such access presents the potential for incidental access and /or inadvertent disclosure of protected data, must abide by all Federal and State regulations.
- 2.2.13.6. The Contractor shall notify the Department within 24 hours in the event of a breach in data.

**2.2.14. Notice of Failure to meet Service Obligations**

- 2.2.14.1. The Contractor shall give at least a ninety (90) day prior written notice to the Department in the event that the Contractor for any reason is unable to meet any service obligations prior to the completion date such as but not limited to:
  - 2.2.14.1.1. Reducing hours of operation.
  - 2.2.14.1.2. Changing a geographic service area.
  - 2.2.14.1.3. Closing or opening a site.
- 2.2.14.2. The Contractor shall include in the written notification the following:
  - 2.2.14.2.1. The reasons for the inability to deliver services.
  - 2.2.14.2.2. An explanation of how service recipients and the community shall be impacted if the contractor is unable to provide services.



2.2.14.2.3. An explanation of how service recipients and the community shall be notified.

2.2.14.2.4. The plan to transition clients into other services or refer the clients to other agencies.

2.2.14.3. The Contractor shall maintain a plan that addresses the present and future needs of clients receiving services in the event that:

2.2.14.3.1. Service(s) are terminated or planned to be terminated prior to the termination date of the contract.

2.2.14.3.2. The contract is terminated or is planned to be terminated prior to the termination date of the contract by the Contractor or the State.

2.2.14.3.3. There is an inability to carry out all or a portion of the services terms or conditions outlined in the contract.

**2.2.15. Transition Process**

2.2.15.1. The Contractor shall submit for Department approval within 30 days of the contract effective date a transition process for clients in the event that they maybe transitioned between the Department's contractors that ensures:

2.2.15.1.1. Uninterrupted delivery of services for clients;

2.2.15.1.2. A method of notifying clients and/or the community about the transition.

2.2.15.1.3. A Contractor's staff member is available to address questions about the transition.

**2.2.16. Client Feedback**

2.2.16.1. The Contractor shall obtain client feedback as required in New Hampshire Administrative Rules He-E 501.12 and He-E 502.11.

**3. Staffing**

3.1. The Contractor shall provide sufficient staff with the skills to perform all tasks specified in this Agreement.

3.2. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely



fashion for the number of clients and geographic area as identified in this Agreement.

- 3.3. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.
- 3.4. The Contractor shall all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.
- 3.5. The Contractor shall develop a Staffing Contingency Plan and shall submit their written Staffing Contingency Plan to Department within thirty (30) days of contract effective date that includes:
  - 3.5.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement.
  - 3.5.2. A description of how additional staff resources shall be allocated to support this Agreement in the event of inability to meet any performance standard.
  - 3.5.3. A description of time frames necessary for obtaining staff replacements.
  - 3.5.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience.
  - 3.5.5. The method of bringing staff replacements/additions up-to-date regarding this Agreement.

#### 4. Performance Measures

- 4.1. The Contractor shall ensure one hundred (100) percent of individuals' plans of care contain elements of person-centered planning for services in Section 2 above in accordance with He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

#### 5. Reporting Requirements

- 5.1. The Contractor shall complete quarterly reports on a pre-defined electronic form provided by the Department that includes, but not be limited to the following data:
  - 5.1.1. Expenses by program service provided.
  - 5.1.2. Revenue, by program service provided, by funding source.
  - 5.1.3. Total amount of donation and/or fees collected from all individuals as defined in Section 2.2.6.
  - 5.1.4. Actual Units served, by program service provided, by funding source.



- 5.1.5. Number of unduplicated clients served, by service provided, by funding source.
  - 5.1.6. Number of Title III and Title XX clients served with other funds than through this Contract.
  - 5.1.7. Unmet need/waiting list.
  - 5.1.8. Lengths of time clients are on a waiting list.
  - 5.1.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
  - 5.1.10. Explanation describing the reasons for individuals' not receiving their planned services in Section 2.
  - 5.1.11. A plan to address how to resolve the issues in Section 5.1.10.
- 5.2. The Contractor shall submit the quarterly reports in Section 5.1 to the Department by October 15, January 15, April 15, and July 15 as applicable to each State Fiscal Year in the contract period.

## 6. Contract Monitoring

- 6.1. The Contractor shall ensure the Department has access sufficient for monitoring of contract compliance requirements as identified in OMB Circular A-133, and ensure the Department is provided with access that includes but is not limited to:
  - 6.1.1. Data.
  - 6.1.2. Financial records.
  - 6.1.3. Scheduled access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.4. Unannounced access to Contractor work sites/locations/work spaces and associated facilities.
  - 6.1.5. Scheduled phone access to Contractor's personnel responsible for the management of the services and the Contract.
  - 6.1.6. Timely unscheduled phone response by Contractor's personnel responsible for the management of the services and the Contract.
- 6.2. The Contractor agrees to provide a corrective action plan to the Department within thirty (30) days from the date the Department notifies the Contractor is not in compliance with the contract.



Exhibit B

**Method and Conditions Precedent to Payment**

1. The Department shall pay the Contractor an amount not to exceed Form P-37, General Provisions, Block 1.8, Price Limitation, for the services provided by the Contractor pursuant to Exhibit A, Scope of Services.
2. The contract is funded with general and federal funds. Availability of general funds is contingent upon meeting the requirements outlined in the Catalogue of Federal and Domestic Assistance (CFDA) #93.044, United States Department of Health and Human Services, Administration for Community Living, Special Programs for the Aging, Title III, Part B, Grants for Supportive Services and Senior Centers; and CFDA #93.667, United States Department of Health and Human Services, Administration for Children and Families, Social Services Block Grant.
3. Payment for services shall be on a cost reimbursement basis only for actual services provided in accordance with the rates identified in Exhibit B-1.
4. Payment shall be made as follows:
  - 4.1. The Contractor shall submit monthly invoices as provided by the Department indicating the number of units provided.
  - 4.2. Invoices shall specify the item description and rate as indicated in Exhibit B-1, Rate Sheet.
  - 4.3. Invoices shall be submitted to:

Bureau of Elderly and Adult Services Financial Manager  
Department of Health and Human Services  
129 Pleasant Street  
Concord, NH 03301
5. The Department shall make payment to the Contractor within thirty (30) days of receipt of invoices and reports for contract services provided pursuant to this Agreement.
6. Payments may be withheld pending receipt of required reports or documentation as identified in the Exhibit A, Scope of Services.
7. A final payment request shall be submitted no later than forty (40) days after the end of the contract. Failure to submit the Financial Report, and accompanying documentation, could result in non-payment.
8. Notwithstanding anything to the contrary herein, the Contractor agrees that funding under this Contract may be withheld, in whole or in part, in the event of noncompliance with any State or Federal law, rule, or regulation applicable to the services provided, or if the said services have not been completed in accordance with the terms and conditions of this Agreement.



**Exhibit B-1 Rate Sheet**

**In Home Care, In Home Health Aide, In Home Nursing Services**

01/01/2017 through 06/30/2017 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	44,853	\$9.58	\$429,691.74
In Home Care Services (Title III)	1/2 Hour	693	\$9.58	\$6,638.94
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	46	\$12.50	\$575.00
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2017 through 06/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	89,706	\$9.58	\$859,383.48
In Home Care Services (Title III)	1/2 Hour	1,385	\$9.58	\$13,268.30
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	91	\$12.50	\$1,137.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

07/01/2018 through 09/30/2018 Service Units				
<b>In Home Services</b>	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Monthly Funding being Requested for each Service
In Home Care Services (Title XX)	1/2 Hour	22,427	\$9.58	\$214,850.66
In Home Care Services (Title III)	1/2 Hour	346	\$9.58	\$3,314.68
In Home Health Aide Level of Care Services (Title III)	1/2 Hour	23	\$12.50	\$287.50
In Home Nursing Level of Care Services (Title III)	1/2 Hour	0	\$24.50	\$0.00

Contractor Initials: ep

Date: 12/1/18



**SPECIAL PROVISIONS**

**Contractors Obligations:** The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

1. **Compliance with Federal and State Laws:** If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.
2. **Time and Manner of Determination:** Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.
3. **Documentation:** In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.
4. **Fair Hearings:** The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.
5. **Gratuities or Kickbacks:** The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.
6. **Retroactive Payments:** Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.
7. **Conditions of Purchase:** Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractors costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:
  - 7.1. Renegotiate the rates for payment hereunder, in which event new rates shall be established;
  - 7.2. Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;



- 7.3. Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

**RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:**

8. **Maintenance of Records:** In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:
- 8.1. **Fiscal Records:** books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.
- 8.2. **Statistical Records:** Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.
- 8.3. **Medical Records:** Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.
9. **Audit:** Contractor shall submit an annual audit to the Department within 60 days after the close of the agency fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.
- 9.1. **Audit and Review:** During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.
- 9.2. **Audit Liabilities:** In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.
10. **Confidentiality of Records:** All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

New Hampshire Department of Health and Human Services  
Exhibit C



Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

11. **Reports: Fiscal and Statistical:** The Contractor agrees to submit the following reports at the following times if requested by the Department.
  - 11.1. **Interim Financial Reports:** Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.
  - 11.2. **Final Report:** A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.
12. **Completion of Services: Disallowance of Costs:** Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.
13. **Credits:** All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:
  - 13.1. The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.
14. **Prior Approval and Copyright Ownership:** All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.
15. **Operation of Facilities: Compliance with Laws and Regulations:** In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.
16. **Equal Employment Opportunity Plan (EEOP):** The Contractor will provide an Equal Employment Opportunity Plan (EEOP) to the Office for Civil Rights, Office of Justice Programs (OCR), if it has received a single award of \$500,000 or more. If the recipient receives \$25,000 or more and has 50 or



more employees, it will maintain a current EEO on file and submit an EEO Certification Form to the OCR, certifying that its EEO is on file. For recipients receiving less than \$25,000, or public grantees with fewer than 50 employees, regardless of the amount of the award, the recipient will provide an EEO Certification Form to the OCR certifying it is not required to submit or maintain an EEO. Non-profit organizations, Indian Tribes, and medical and educational institutions are exempt from the EEO requirement, but are required to submit a certification form to the OCR to claim the exemption. EEO Certification Forms are available at: <http://www.ojp.usdoj/about/ocr/pdfs/cert.pdf>.

17. **Limited English Proficiency (LEP):** As clarified by Executive Order 13166, Improving Access to Services for persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with the Omnibus Crime Control and Safe Streets Act of 1968 and Title VI of the Civil Rights Act of 1964, Contractors must take reasonable steps to ensure that LEP persons have meaningful access to its programs.
18. **Pilot Program for Enhancement of Contractor Employee Whistleblower Protections:** The following shall apply to all contracts that exceed the Simplified Acquisition Threshold as defined in 48 CFR 2.101 (currently, \$150,000)

**CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013)**

(a) This contract and employees working on this contract will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and FAR 3.908.

(b) The Contractor shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described in section 3.908 of the Federal Acquisition Regulation.

(c) The Contractor shall insert the substance of this clause, including this paragraph (c), in all subcontracts over the simplified acquisition threshold.

19. **Subcontractors:** DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.
- When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:
- 19.1. Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
  - 19.2. Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate
  - 19.3. Monitor the subcontractor's performance on an ongoing basis



- 19.4. Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- 19.5. DHHS shall, at its discretion, review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

#### DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

**COSTS:** Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

**DEPARTMENT:** NH Department of Health and Human Services.

**FINANCIAL MANAGEMENT GUIDELINES:** Shall mean that section of the Contractor Manual which is entitled "Financial Management Guidelines" and which contains the regulations governing the financial activities of contractor agencies which have contracted with the State of NH to receive funds.

**PROPOSAL:** If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

**UNIT:** For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

**FEDERAL/STATE LAW:** Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

**CONTRACTOR MANUAL:** Shall mean that document prepared by the NH Department of Administrative Services containing a compilation of all regulations promulgated pursuant to the New Hampshire Administrative Procedures Act, NH RSA Ch 541-A, for the purpose of implementing State of NH and federal regulations promulgated thereunder.

**SUPPLANTING OTHER FEDERAL FUNDS:** The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.



**REVISIONS TO GENERAL PROVISIONS**

1. Subparagraph 4 of the General Provisions of this contract, Conditional Nature of Agreement, is replaced as follows:
  4. **CONDITIONAL NATURE OF AGREEMENT.**  
Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including without limitation, the continuance of payments, in whole or in part, under this Agreement are contingent upon continued appropriation or availability of funds, including any subsequent changes to the appropriation or availability of funds affected by any state or federal legislative or executive action that reduces, eliminates, or otherwise modifies the appropriation or availability of funding for this Agreement and the Scope of Services provided in Exhibit A, Scope of Services, in whole or in part. In no event shall the State be liable for any payments hereunder in excess of appropriated or available funds. In the event of a reduction, termination or modification of appropriated or available funds, the State shall have the right to withhold payment until such funds become available, if ever. The State shall have the right to reduce, terminate or modify services under this Agreement immediately upon giving the Contractor notice of such reduction, termination or modification. The State shall not be required to transfer funds from any other source or account into the Account(s) identified in block 1.6 of the General Provisions, Account Number, or any other account, in the event funds are reduced or unavailable.
2. Subparagraph 10 of the General Provisions of this contract, Termination, is amended by adding the following language:
  - 10.1 The State may terminate the Agreement at any time for any reason, at the sole discretion of the State, 30 days after giving the Contractor written notice that the State is exercising its option to terminate the Agreement.
  - 10.2 In the event of early termination, the Contractor shall, within 15 days of notice of early termination, develop and submit to the State a Transition Plan for services under the Agreement, including but not limited to, identifying the present and future needs of clients receiving services under the Agreement and establishes a process to meet those needs.
  - 10.3 The Contractor shall fully cooperate with the State and shall promptly provide detailed information to support the Transition Plan including, but not limited to, any information or data requested by the State related to the termination of the Agreement and Transition Plan and shall provide ongoing communication and revisions of the Transition Plan to the State as requested.
  - 10.4 In the event that services under the Agreement, including but not limited to clients receiving services under the Agreement are transitioned to having services delivered by another entity including contracted providers or the State, the Contractor shall provide a process for uninterrupted delivery of services in the Transition Plan.
  - 10.5 The Contractor shall establish a method of notifying clients and other affected individuals about the transition. The Contractor shall include the proposed communications in its Transition Plan submitted to the State as described above.
3. The Division reserves the right to renew the Contract for up to two additional years, subject to the continued availability of funds, satisfactory performance of services and approval by the Governor and Executive Council.



**CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS**

**US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS**

This certification is required by the regulations implementing Sections 5151-5160 of the Drug-Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701 et seq.). The January 31, 1989 regulations were amended and published as Part II of the May 25, 1990 Federal Register (pages 21681-21691), and require certification by grantees (and by inference, sub-grantees and sub-contractors), prior to award, that they will maintain a drug-free workplace. Section 3017.630(c) of the regulation provides that a grantee (and by inference, sub-grantees and sub-contractors) that is a State may elect to make one certification to the Department in each federal fiscal year in lieu of certificates for each grant during the federal fiscal year covered by the certification. The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment. Contractors using this form should send it to:

Commissioner  
NH Department of Health and Human Services  
129 Pleasant Street,  
Concord, NH 03301-6505

1. The grantee certifies that it will or will continue to provide a drug-free workplace by:
  - 1.1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - 1.2. Establishing an ongoing drug-free awareness program to inform employees about
    - 1.2.1. The dangers of drug abuse in the workplace;
    - 1.2.2. The grantee's policy of maintaining a drug-free workplace;
    - 1.2.3. Any available drug counseling, rehabilitation, and employee assistance programs; and
    - 1.2.4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - 1.3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - 1.4. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will
    - 1.4.1. Abide by the terms of the statement; and
    - 1.4.2. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
  - 1.5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 1.4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer on whose grant activity the convicted employee was working, unless the Federal agency



New Hampshire Department of Health and Human Services  
Exhibit D



- has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- 1.6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 1.4.2, with respect to any employee who is so convicted
    - 1.6.1. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
    - 1.6.2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
  - 1.7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1.1, 1.2, 1.3, 1.4, 1.5, and 1.6.
2. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant.

Place of Performance (street address, city, county, state, zip code) (list each location)  
312 Marlboro St., Keene, NH 03431  
Arborway, PO Box 343, Charlestown, NH 03603  
45 Main St., PO Box 496, Peterborough, NH 03458  
Check  if there are workplaces on file that are not identified here.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



**CERTIFICATION REGARDING LOBBYING**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Section 319 of Public Law 101-121, Government wide Guidance for New Restrictions on Lobbying, and 31 U.S.C. 1352, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

US DEPARTMENT OF HEALTH AND HUMAN SERVICES - CONTRACTORS  
US DEPARTMENT OF EDUCATION - CONTRACTORS  
US DEPARTMENT OF AGRICULTURE - CONTRACTORS

Programs (indicate applicable program covered):

- \*Temporary Assistance to Needy Families under Title IV-A
- \*Child Support Enforcement Program under Title IV-D
- \*Social Services Block Grant Program under Title XX
- \*Medicaid Program under Title XIX
- \*Community Services Block Grant under Title VI
- \*Child Care Development Block Grant under Title IV

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor).
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement (and by specific mention sub-grantee or sub-contractor), the undersigned shall complete and submit Standard Form LLL, (Disclosure Form to Report Lobbying, in accordance with its instructions, attached and identified as Standard Exhibit E-1.)
3. The undersigned shall require that the language of this certification be included in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION  
AND OTHER RESPONSIBILITY MATTERS**

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of Executive Office of the President, Executive Order 12549 and 45 CFR Part 76 regarding Debarment, Suspension, and Other Responsibility Matters, and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

**INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See the attached definitions.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and



information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, DHHS may terminate this transaction for cause or default.

#### PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
  - 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
  - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
  - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

#### LOWER TIER COVERED TRANSACTIONS

13. By signing and submitting this lower tier proposal (contract), the prospective lower tier participant, as defined in 45 CFR Part 76, certifies to the best of its knowledge and belief that it and its principals:
  - 13.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
  - 13.2. where the prospective lower tier participant is unable to certify to any of the above, such prospective participant shall attach an explanation to this proposal (contract).
14. The prospective lower tier participant further agrees by submitting this proposal (contract) that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

Contractor Name: VNA at HCS, Inc.

December 1, 2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



**CERTIFICATION OF COMPLIANCE WITH REQUIREMENTS PERTAINING TO  
FEDERAL NONDISCRIMINATION, EQUAL TREATMENT OF FAITH-BASED ORGANIZATIONS AND  
WHISTLEBLOWER PROTECTIONS**

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

Contractor will comply, and will require any subgrantees or subcontractors to comply, with any applicable federal nondiscrimination requirements, which may include:

- the Omnibus Crime Control and Safe Streets Act of 1968 (42 U.S.C. Section 3789d) which prohibits recipients of federal funding under this statute from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act requires certain recipients to produce an Equal Employment Opportunity Plan;
- the Juvenile Justice Delinquency Prevention Act of 2002 (42 U.S.C. Section 5672(b)) which adopts by reference, the civil rights obligations of the Safe Streets Act. Recipients of federal funding under this statute are prohibited from discriminating, either in employment practices or in the delivery of services or benefits, on the basis of race, color, religion, national origin, and sex. The Act includes Equal Employment Opportunity Plan requirements;
- the Civil Rights Act of 1964 (42 U.S.C. Section 2000d, which prohibits recipients of federal financial assistance from discriminating on the basis of race, color, or national origin in any program or activity);
- the Rehabilitation Act of 1973 (29 U.S.C. Section 794), which prohibits recipients of Federal financial assistance from discriminating on the basis of disability, in regard to employment and the delivery of services or benefits, in any program or activity;
- the Americans with Disabilities Act of 1990 (42 U.S.C. Sections 12131-34), which prohibits discrimination and ensures equal opportunity for persons with disabilities in employment, State and local government services, public accommodations, commercial facilities, and transportation;
- the Education Amendments of 1972 (20 U.S.C. Sections 1681, 1683, 1685-86), which prohibits discrimination on the basis of sex in federally assisted education programs;
- the Age Discrimination Act of 1975 (42 U.S.C. Sections 6106-07), which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. It does not include employment discrimination;
- 28 C.F.R. pt. 31 (U.S. Department of Justice Regulations – OJJDP Grant Programs); 28 C.F.R. pt. 42 (U.S. Department of Justice Regulations – Nondiscrimination; Equal Employment Opportunity; Policies and Procedures); Executive Order No. 13279 (equal protection of the laws for faith-based and community organizations); Executive Order No. 13559, which provide fundamental principles and policy-making criteria for partnerships with faith-based and neighborhood organizations;
- 28 C.F.R. pt. 38 (U.S. Department of Justice Regulations – Equal Treatment for Faith-Based Organizations); and Whistleblower protections 41 U.S.C. §4712 and The National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013) the Pilot Program for Enhancement of Contract Employee Whistleblower Protections, which protects employees against reprisal for certain whistle blowing activities in connection with federal grants and contracts.

The certificate set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. False certification or violation of the certification shall be grounds for suspension of payments, suspension or termination of grants, or government wide suspension or debarment.

Exhibit G

Contractor Initials

CP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections

Date

12/1/16

New Hampshire Department of Health and Human Services  
Exhibit G



In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, or sex against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, to the applicable contracting agency or division within the Department of Health and Human Services, and to the Department of Health and Human Services Office of the Ombudsman.

The Contractor identified in Section 1.3 of the General Provisions agrees by signature of the Contractor's representative as identified in Sections 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this proposal (contract) the Contractor agrees to comply with the provisions indicated above.

Contractor Name: VNA at HCS, INC.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO

Exhibit G

Contractor Initials CP

Certification of Compliance with requirements pertaining to Federal Nondiscrimination, Equal Treatment of Faith-Based Organizations and Whistleblower protections



**CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE**

Public Law 103-227, Part C - Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity.

The Contractor identified in Section 1.3 of the General Provisions agrees, by signature of the Contractor's representative as identified in Section 1.11 and 1.12 of the General Provisions, to execute the following certification:

1. By signing and submitting this contract, the Contractor agrees to make reasonable efforts to comply with all applicable provisions of Public Law 103-227, Part C, known as the Pro-Children Act of 1994.

Contractor Name: VNA at HCS, Inc.

12/1/2016  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: President/CEO



Exhibit I

**HEALTH INSURANCE PORTABILITY ACT**  
**BUSINESS ASSOCIATE AGREEMENT**

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

- a. **"Breach"** shall have the same meaning as the term "Breach" in section 164.402 of Title 45, Code of Federal Regulations.
- b. **"Business Associate"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. **"Covered Entity"** has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. **"Designated Record Set"** shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. **"Data Aggregation"** shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. **"Health Care Operations"** shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. **"HITECH Act"** means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. **"HIPAA"** means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164 and amendments thereto.
- i. **"Individual"** shall have the same meaning as the term "individual" in 45 CFR Section 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.
- k. **"Protected Health Information"** shall have the same meaning as the term "protected health information" in 45 CFR Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.





Exhibit I

- i. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.103.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Business Associate Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, Business Associate, including but not limited to all its directors, officers, employees and agents, shall not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
  - i. For the proper management and administration of the Business Associate;
  - ii. As required by law, pursuant to the terms set forth in paragraph d. below; or
  - iii. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HIPAA Privacy, Security, and Breach Notification Rules of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business



Exhibit I

Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

**(3) Obligations and Activities of Business Associate.**

- a. The Business Associate shall notify the Covered Entity's Privacy Officer immediately after the Business Associate becomes aware of any use or disclosure of protected health information not provided for by the Agreement including breaches of unsecured protected health information and/or any security incident that may have an impact on the protected health information of the Covered Entity.
- b. The Business Associate shall immediately perform a risk assessment when it becomes aware of any of the above situations. The risk assessment shall include, but not be limited to:
  - o The nature and extent of the protected health information involved, including the types of identifiers and the likelihood of re-identification;
  - o The unauthorized person used the protected health information or to whom the disclosure was made;
  - o Whether the protected health information was actually acquired or viewed
  - o The extent to which the risk to the protected health information has been mitigated.

The Business Associate shall complete the risk assessment within 48 hours of the breach and immediately report the findings of the risk assessment in writing to the Covered Entity.

- c. The Business Associate shall comply with all sections of the Privacy, Security, and Breach Notification Rule.
- d. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- e. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section 3 (I). The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI



Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

- f. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- g. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- h. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.
- i. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- j. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- k. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- l. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business



Exhibit I

Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

**(4) Obligations of Covered Entity**

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

**(5) Termination for Cause**

In addition to Paragraph 10 of the standard terms and conditions (P-37) of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

**(6) Miscellaneous**

- a. Definitions and Regulatory References. All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. Amendment. Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. Data Ownership. The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. Interpretation. The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule.



Exhibit I

- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section (3) I, the defense and indemnification provisions of section (3) e and Paragraph 13 of the standard terms and conditions (P-37), shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

\_\_\_\_\_  
 The State  
*Maureen Ryan*  
 Signature of Authorized Representative  
*Maureen Ryan*  
 Name of Authorized Representative  
*Director, OHS*  
 Title of Authorized Representative  
*12/1/16*  
 Date

VNA at HCS, Inc.  
 Name of the Contractor  
*Cathy J. Sorenson*  
 Signature of Authorized Representative  
 Cathy J. Sorenson  
 Name of Authorized Representative  
 President/CEO  
 Title of Authorized Representative  
*December 1, 2016*  
 Date



**CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY  
ACT (FFATA) COMPLIANCE**

The Federal Funding Accountability and Transparency Act (FFATA) requires prime awardees of individual Federal grants equal to or greater than \$25,000 and awarded on or after October 1, 2010, to report on data related to executive compensation and associated first-tier sub-grants of \$25,000 or more. If the initial award is below \$25,000 but subsequent grant modifications result in a total award equal to or over \$25,000, the award is subject to the FFATA reporting requirements, as of the date of the award.

In accordance with 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), the Department of Health and Human Services (DHHS) must report the following information for any subaward or contract award subject to the FFATA reporting requirements:

1. Name of entity
2. Amount of award
3. Funding agency
4. NAICS code for contracts / CFDA program number for grants
5. Program source
6. Award title descriptive of the purpose of the funding action
7. Location of the entity
8. Principle place of performance
9. Unique identifier of the entity (DUNS #)
10. Total compensation and names of the top five executives if:
  - 10.1. More than 80% of annual gross revenues are from the Federal government, and those revenues are greater than \$25M annually and
  - 10.2. Compensation information is not already available through reporting to the SEC.

Prime grant recipients must submit FFATA required data by the end of the month, plus 30 days, in which the award or award amendment is made.

The Contractor identified in Section 1.3 of the General Provisions agrees to comply with the provisions of The Federal Funding Accountability and Transparency Act, Public Law 109-282 and Public Law 110-252, and 2 CFR Part 170 (Reporting Subaward and Executive Compensation Information), and further agrees to have the Contractor's representative, as identified in Sections 1.11 and 1.12 of the General Provisions execute the following Certification:

The below named Contractor agrees to provide needed information as outlined above to the NH Department of Health and Human Services and to comply with all applicable provisions of the Federal Financial Accountability and Transparency Act.

Contractor Name: VNA at HCS, Inc.

12/1/11  
Date

Cathy J. Sorenson  
Name: Cathy J. Sorenson  
Title: Resident/CEO



FORM A

As the Contractor identified in Section 1.3 of the General Provisions, I certify that the responses to the below listed questions are true and accurate.

1. The DUNS number for your entity is: 789867421
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X  NO                      \_\_\_\_\_ YES

If the answer to #2 above is NO, stop here

If the answer to #2 above is YES, please answer the following:

3. Does the public have access to information about the compensation of the executives in your business or organization through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

\_\_\_\_\_ NO                      \_\_\_\_\_ YES

If the answer to #3 above is YES, stop here

If the answer to #3 above is NO, please answer the following:

4. The names and compensation of the five most highly compensated officers in your business or organization are as follows:

Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____
Name: _____	Amount: _____