



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

133D
Sole Source
51.29% Federal
48.71% General

June 11, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into **sole source** amendments with multiple vendors by increasing the price limitation by \$15,737,115.82 in the aggregate from \$34,162,555.45 to \$49,899,671.27 in aggregate, for a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community, and extending the completion date from June 30, 2013 to June 30, 2014, effective July 1, 2013 or date of Governor and Council approval, whichever is later.

Summary of contracted amounts by vendor:

Vendor	Amount
Androscoggin Valley Home Care Services	\$751,975.73
Area Agency of Greater Nashua, Inc. dba Gateways Community Services	\$114,365.61
Area Homecare and Family Services, Inc.	\$1,390,585.24
Child & Family Services of NH	\$1,176,228.14
Community Action Partnership of Strafford County	\$42,510.44
Community Action Program Belknap-Merrimack Counties, Inc.	\$1,597,356.75
CornerStone VNA	\$107,850.54
Easter Seals New Hampshire, Inc.	\$151,397.51
Gibson Center for Senior Services	\$282,232.24
Grafton County Senior Citizen's Council, Inc.	\$1,121,578.72
Nashua Transit System	\$132,084.48
Newport Senior Center, Inc.	\$598,562.45
NH Association for the Blind	\$28,899.56
NH Legal Assistance	\$132,661.20
North Country Home Health and Hospice Agency, Inc.	\$141,240.83

Vendor	Amount
Ossipee Concerned Citizens, Inc.	\$349,999.46
Rockingham Nutrition & M-O-W Program, Inc.	\$1,329,320.30
Somersworth Housing Authority	\$436,545.66
Special Transit Services, Inc.	\$112,113.68
St. Joseph Community Services, Inc.	\$1,614,713.96
The Homemakers Health Services	\$865,192.30
Tri County CAP	\$878,402.60
Valley Regional Healthcare	\$417,605.20
Visiting Nurse Home Care & Hospice of Carroll County	\$312,368.27
VNA at HCS, Inc.	\$1,651,324.95
Total	\$15,737,115.82

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

05-95-48-481010-78720000 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS (60.32% Federal and 39.68% General)

05-95-48-481010-90100000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES (100% General Funds)

05-95-48-481010-92550000 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT (44.31% Federal and 55.69% General Funds)

Please see attachment for fiscal details.

EXPLANATION

These **sole source** actions are requested so the Department can ensure the continuation of services that enable elderly and/or disabled clients to remain in their homes and communities and maintain their independence while the Department looks for opportunities to further align service delivery to better serve the citizens of the State of New Hampshire. The requested action seeks approval of 25 of 30 agreements that represent \$15,737,115.82 of the \$16,604,214.77 total anticipated to be spent statewide during this period on a continuum of home and community based services to support the elderly and the disabled to remain in their homes and community via the funding sources listed. A matrix of services provided by vendor is attached.

One of the Agreements with Lakes Region Community Services Council, Inc. is being submitted separately to Governor and Executive Council on June 19, 2013. The Department anticipates that the remaining four agreements will be presented at upcoming Governor and Executive Council meetings.

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 11, 2013
Page 3

These extensions are necessitated because the Department incorporated these services into a statewide Request for Proposals (Issued March 15, 2013) that resulted in proposals that did not align closely enough with Department objectives or expectations that vendors provide proposals that embraced a statewide approach to service delivery. The Department will release a new Request for Proposals within the next six months with the same objectives as the March 15, 2013 Request for Proposals to provide person centered service solutions that ensure statewide coverage and that highlight the Department's core values to:

- Empower older adults, their families, and other consumers to make informed decisions about existing health and Long-term care options;
- Enable older adults to remain in their own homes with high quality of life for as long as possible;
- Empower older adults to stay active and healthy;
- Ensure the rights of older adults and prevent their abuse, neglect, and exploitation;
- Promote and support individual and family direction;
- Improve quality of services;
- Improve outcomes;
- Increase access to needed services; and;
- Establish financial sustainability.

The reissue of the Request for Proposals will allow potential contractors time to:

- Develop their programming solutions to meet the Department's core values for the population being served.
- Develop partnerships/subcontracting arrangements to better meet the requirements in the Request for Proposals.
- Meet the time requirements for contracting prior to the expiration of these extensions.

Should the Governor and Executive Council not authorize these amendments, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. These direct care social services allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The contractors were originally selected through a competitive bid process.

The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

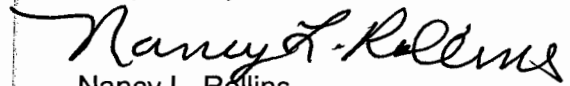
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
June 11, 2013
Page 4

Geographic area served is specific per contract.

Source of Funds for this amendment: 51.29% Federal and 48.71% General Funds.

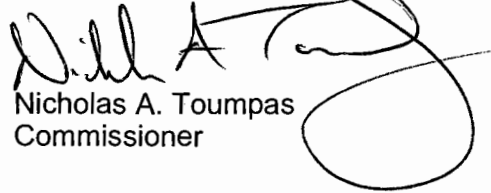
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

Matrix of Services																
Contractor	SFY 14 Amount	Adult Day Services	Adult In Home Care	Community Elder Support Services	Elder Abuse Counseling	Health Screening	Home Health Aide Services	Homemaker	Legal Services	Nursing	Nutrition Services: Home Delivered Meals	Nutrition Services: Congregate Meals	Transportation	Vision Rehabilitation - Evaluation	Vision Rehabilitation - Training	Senior Companion
Androscoggin Valley Home Care Services	\$751,975.73		x		x	x	x	x		x						
Area Agency of Greater Nashua, Inc. db/a Gateways Community Ser	\$114,365.61	x						x								
Area Homecare Family Services, Inc.	\$1,390,585.24		x					x								
Child and Family Services of New Hampshire	\$1,176,228.14		x				x	x		x						
City of Nashua	\$132,084.48												x			
Community Action Partnership of Strafford County	\$42,510.44												x			
Community Action Program Belknap- Merrimack Counties, Inc.	\$1,597,356.75										x	x	x			x
Cornerstone VNA	\$107,850.54	x	x			x		x								
Easter Seals New Hampshire, Inc.	\$151,397.51	x														
Gibson Center for Senior Services, Inc.	\$282,232.24										x	x	x			
Grafton County Senior Citizens Council, Inc.	\$1,121,578.72		x	x				x			x	x	x			
Greater Wakefield Resource Center	\$13,362.30											x				
Lake Sunapee Community Health Services	\$53,048.08							x								
Lakes Region Community Services Council db/a Lakes Region Comr	\$728,167.53		x					x								
New Hampshire Association for the Blind	\$28,899.66															
New Hampshire Legal Assistance	\$132,661.20								x							
Newport Senior Center, Inc.	\$598,562.45			x			x	x			x	x	x			
North Conway Community Center	\$13,542.30												x			
North Country Home Health & Hospice Agency, Inc.	\$141,240.83		x				x	x								
Ossipee Concerned Citizens, Inc.	\$349,999.46										x	x				
Rockingham Nutrition and Meals on Wheels Program, Inc.	\$1,329,320.30			x							x	x	x			
Somersworth Housing Authority	\$436,545.66										x	x				
Special Transit Service, Inc.	\$112,113.68															
St. Joseph Community Services, Inc.	\$1,614,713.96			x							x	x	x			
The Homemakers Health Services	\$865,192.30		x				x	x		x			x			
The Visiting Nurse Association of Franklin	\$58,978.76							x								
Tri-County Community Action Program, Inc.	\$878,402.60	x									x	x	x			
Valley Regional Healthcare, Inc.	\$417,605.20	x	x			x	x	x								
Visiting Nurse Home Care & Hospice of Carroll County	\$312,368.27		x				x	x								
VNA at HCS, Inc.	\$1,651,324.95	x	x	x			x	x			x	x	x			
Total	\$16,604,214.77															

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Androscoggin Valley Home Care Services (Vendor #157347)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$109,134.94	\$0.00	\$109,134.94
2013	540-800382	Social Services Contracts	\$109,134.94	\$0.00	\$109,134.94
2014	540-800382	Social Services Contracts	\$0.00	\$81,175.21	\$81,175.21
		Sub Total	\$218,269.88	\$81,175.21	\$299,445.09

Area Homecare and Family Services, Inc. (Vendor #166931)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$67,248.30	\$0.00	\$67,248.30
2013	540-800382	Social Services Contracts	\$67,248.30	\$0.00	\$67,248.30
2014	540-800382	Social Services Contracts	\$0.00	\$60,017.35	\$60,017.35
		Sub Total	\$134,496.60	\$60,017.35	\$194,513.95

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$249,414.48	\$0.00	\$249,414.48
2013	512-500352	Transition of Clients	\$249,414.48	\$0.00	\$249,414.48
2014	512-500352	Transition of Clients	\$0.00	\$277,500.30	\$277,500.30
		Sub Total	\$498,828.96	\$277,500.30	\$776,329.26
2012	541-500383	Meals - Home Del & Cong	\$843,314.22	\$0.00	\$843,314.22
2013	541-500383	Meals - Home Del & Cong	\$843,314.22	\$0.00	\$843,314.22
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$757,670.06	\$757,670.06
		Sub Total	\$1,686,628.44	\$757,670.06	\$2,444,298.50
		Sub Total	\$2,185,457.40	\$1,035,170.36	\$3,220,627.76

Visiting Nurse Home Care & Hospice of Carroll County (Vendor #167159)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$74,330.00	\$0.00	\$74,330.00
2013	540-800382	Social Services Contracts	\$74,330.00	\$0.00	\$74,330.00
2014	540-800382	Social Services Contracts	\$0.00	\$71,994.55	\$71,994.55
		Sub Total	\$148,660.00	\$71,994.55	\$220,654.55

Child & Family Services of NH (Vendor #177166)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$137,028.51	\$0.00	\$137,028.51
2013	540-800382	Social Services Contracts	\$137,028.51	\$0.00	\$137,028.51
2014	540-800382	Social Services Contracts	\$0.00	\$137,795.05	\$137,795.05
		Sub Total	\$274,057.02	\$137,795.05	\$411,852.07

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Easter Seals New Hampshire, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$56,908.62	\$0.00	\$56,908.62
2013	540-800382	Social Services Contracts	\$56,908.62	\$0.00	\$56,908.62
2014	540-800382	Social Services Contracts	\$0.00	\$49,847.51	\$49,847.51
		Sub Total	\$113,817.24	\$49,847.51	\$163,664.75

Area Agency of Greater Nashua, Inc. dba Gateways Community Services (Vendor #155784)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$68,729.04	\$0.00	\$68,729.04
2013	540-800382	Social Services Contracts	\$68,729.04	\$0.00	\$68,729.04
2014	540-800382	Social Services Contracts	\$0.00	\$60,205.61	\$60,205.61
		Sub Total	\$137,458.08	\$60,205.61	\$197,663.69

Gibson Center for Senior Services, Inc. (Vendor 155344)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$79,412.90	\$0.00	\$79,412.90
2013	512-500352	Transition of Clients	\$79,412.90	\$0.00	\$79,412.90
2014	512-500352	Transition of Clients	\$0.00	\$51,660.00	\$51,660.00
		Sub Total	\$158,825.80	\$51,660.00	\$210,485.80
2012	541-500383	Meals - Home Del & Cong	\$187,345.34	\$0.00	\$187,345.34
2013	541-500383	Meals - Home Del & Cong	\$187,345.34	\$0.00	\$187,345.34
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$167,634.88	\$167,634.88
		Sub Total	\$374,690.68	\$167,634.88	\$542,325.56
		Sub Total	\$533,516.48	\$219,294.88	\$752,811.36

Grafton County Senior Citizen's Council, Inc. (Vendor #177675)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$249,690.00	\$0.00	\$249,690.00
2013	512-500352	Transition of Clients	\$258,300.00	\$0.00	\$258,300.00
2014	512-500352	Transition of Clients	\$0.00	\$233,296.56	\$233,296.56
		Sub Total	\$507,990.00	\$233,296.56	\$741,286.56
2012	540-800382	Social Services Contracts	\$22,557.80	\$0.00	\$22,557.80
2013	540-800382	Social Services Contracts	\$14,632.80	\$0.00	\$14,632.80
2014	540-800382	Social Services Contracts	\$0.00	\$13,061.24	\$13,061.24
		Sub Total	\$37,190.60	\$13,061.24	\$50,251.84
2012	541-500383	Meals - Home Del & Cong	\$575,163.96	\$0.00	\$575,163.96
2013	541-500383	Meals - Home Del & Cong	\$571,684.96	\$0.00	\$571,684.96
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$504,705.60	\$504,705.60
		Sub Total	\$1,146,848.92	\$504,705.60	\$1,651,554.52
		Sub Total	\$1,692,029.52	\$751,063.40	\$2,443,092.92

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Greater Wakefield Resource Center (Vendor #158408)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$15,680.00	\$0.00	\$15,680.00
2013	541-500383	Meals - Home Del & Cong	\$15,680.00	\$0.00	\$15,680.00
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$13,362.30	\$13,362.30
		Sub Total	\$31,360.00	\$13,362.30	\$44,722.30

Lake Sunapee Community Health Services (Vendor #174248)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$24,245.00	\$0.00	\$24,245.00
2013	540-800382	Social Services Contracts	\$24,245.00	\$0.00	\$24,245.00
2014	540-800382	Social Services Contracts	\$0.00	\$21,634.00	\$21,634.00
		Sub Total	\$48,490.00	\$21,634.00	\$70,124.00

Newport Senior Center, Inc. (Vendor #177250)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$100,748.48	\$0.00	\$100,748.48
2013	512-500352	Transition of Clients	\$100,748.48	\$0.00	\$100,748.48
2014	512-500352	Transition of Clients	\$0.00	\$78,936.48	\$78,936.48
		Sub Total	\$201,496.96	\$78,936.48	\$280,433.44
2012	540-800382	Social Services Contracts	\$18,381.29	\$0.00	\$18,381.29
2013	540-800382	Social Services Contracts	\$18,381.29	\$0.00	\$18,381.29
2014	540-800382	Social Services Contracts	\$0.00	\$2,888.71	\$2,888.71
		Sub Total	\$36,762.58	\$2,888.71	\$39,651.29
2012	541-500383	Meals - Home Del & Cong	\$360,950.80	\$0.00	\$360,950.80
2013	541-500383	Meals - Home Del & Cong	\$359,426.90	\$0.00	\$359,426.90
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$322,832.58	\$322,832.58
		Sub Total	\$720,377.70	\$322,832.58	\$1,043,210.28
		Sub Total	\$958,637.24	\$404,657.77	\$1,363,295.01

NH Association for the Blind (Vendor #154156)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$32,413.58	\$0.00	\$32,413.58
2013	540-800382	Social Services Contracts	\$32,413.58	\$0.00	\$32,413.58
2014	540-800382	Social Services Contracts	\$0.00	\$28,899.56	\$28,899.56
		Sub Total	\$64,827.16	\$28,899.56	\$93,726.72

NH Legal Assistance (Vendor #154648)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$148,630.71	\$0.00	\$148,630.71
2013	540-800382	Social Services Contracts	\$148,630.71	\$0.00	\$148,630.71
2014	540-800382	Social Services Contracts	\$0.00	\$132,661.20	\$132,661.20
		Sub Total	\$297,261.42	\$132,661.20	\$429,922.62

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

North Conway Community Center (Vendor #154150)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$14,994.11	\$0.00	\$14,994.11
2013	512-500352	Transition of Clients	\$14,994.11	\$0.00	\$14,994.11
2014	512-500352	Transition of Clients	\$0.00	\$13,542.30	\$13,542.30
		Sub Total	\$29,988.22	\$13,542.30	\$43,530.52

North Country Home Health and Hospice Agency, Inc. (Vendor #154643)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$15,145.00	\$0.00	\$15,145.00
2013	540-800382	Social Services Contracts	\$19,107.50	\$0.00	\$19,107.50
2014	540-800382	Social Services Contracts	\$0.00	\$17,048.55	\$17,048.55
		Sub Total	\$34,252.50	\$17,048.55	\$51,301.05

Ossipee Concerned Citizens, Inc. (Vendor #170158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$214,153.80	\$0.00	\$214,153.80
2013	541-500383	Meals - Home Del & Cong	\$214,153.80	\$0.00	\$214,153.80
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$190,670.76	\$190,670.76
		Sub Total	\$428,307.60	\$190,670.76	\$618,978.36

CornerStone VNA (Vendor #230881)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$2,190.50	\$0.00	\$2,190.50
2013	540-800382	Social Services Contracts	\$2,190.50	\$0.00	\$2,190.50
2014	540-800382	Social Services Contracts	\$0.00	\$1,954.60	\$1,954.60
		Sub Total	\$4,381.00	\$1,954.60	\$6,335.60

Rockingham Nutrition & M-O-W Prog, Inc. (Vendor #155197)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$123,559.24	\$0.00	\$123,559.24
2013	512-500352	Transition of Clients	\$123,559.24	\$0.00	\$123,559.24
2014	512-500352	Transition of Clients	\$0.00	\$117,337.08	\$117,337.08
		Sub Total	\$247,118.48	\$117,337.08	\$364,455.56
2012	540-800382	Social Services Contracts	\$14,060.59	\$0.00	\$14,060.59
2013	540-800382	Social Services Contracts	\$14,060.59	\$0.00	\$14,060.59
2014	540-800382	Social Services Contracts	\$0.00	\$12,550.48	\$12,550.48
		Sub Total	\$28,121.18	\$12,550.48	\$40,671.66
2012	541-500383	Meals - Home Del & Cong	\$785,370.18	\$0.00	\$785,370.18
2013	541-500383	Meals - Home Del & Cong	\$785,370.18	\$0.00	\$785,370.18
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$711,987.78	\$711,987.78
		Sub Total	\$1,570,740.36	\$711,987.78	\$2,282,728.14
		Sub Total	\$1,845,980.02	\$841,875.34	\$2,687,855.36

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

Somersworth Housing Authority (Vendor #154340)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	541-500383	Meals - Home Del & Cong	\$371,657.16	\$0.00	\$371,657.16
2013	541-500383	Meals - Home Del & Cong	\$320,063.24	\$0.00	\$320,063.24
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$291,453.68	\$291,453.68
		Sub Total	\$691,720.40	\$291,453.68	\$983,174.08

Special Transit Services, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$124,133.24	\$0.00	\$124,133.24
2013	512-500352	Transition of Clients	\$124,133.24	\$0.00	\$124,133.24
2014	512-500352	Transition of Clients	\$0.00	\$112,113.68	\$112,113.68
		Sub Total	\$248,266.48	\$112,113.68	\$360,380.16

St. Joseph Community Services, Inc. (Vendor #155093)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$62,009.22	\$0.00	\$62,009.22
2013	512-500352	Transition of Clients	\$62,009.22	\$0.00	\$62,009.22
2014	512-500352	Transition of Clients	\$0.00	\$56,005.18	\$56,005.18
		Sub Total	\$124,018.44	\$56,005.18	\$180,023.62
2012	540-800382	Social Services Contracts	\$33,637.89	\$0.00	\$33,637.89
2013	540-800382	Social Services Contracts	\$33,637.89	\$0.00	\$33,637.89
2014	540-800382	Social Services Contracts	\$0.00	\$30,025.18	\$30,025.18
		Sub Total	\$67,275.78	\$30,025.18	\$97,300.96
2012	541-500383	Meals - Home Del & Cong	\$1,181,147.10	\$0.00	\$1,181,147.10
2013	541-500383	Meals - Home Del & Cong	\$1,176,737.10	\$0.00	\$1,176,737.10
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$1,066,402.12	\$1,066,402.12
		Sub Total	\$2,357,884.20	\$1,066,402.12	\$3,424,286.32
		Sub Total	\$2,549,178.42	\$1,152,432.48	\$3,701,610.90

Community Action Partnership of Strafford County (Vendor #177200)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$47,068.00	\$0.00	\$47,068.00
2013	512-500352	Transition of Clients	\$47,068.00	\$0.00	\$47,068.00
2014	512-500352	Transition of Clients	\$0.00	\$42,510.44	\$42,510.44
		Sub Total	\$94,136.00	\$42,510.44	\$136,646.44

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

The Homemakers Health Services (Vendor #154849)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$130,993.00	\$0.00	\$130,993.00
2013	512-500352	Transition of Clients	\$130,993.00	\$0.00	\$130,993.00
2014	512-500352	Transition of Clients	\$0.00	\$76,837.80	\$76,837.80
		Sub Total	\$261,986.00	\$76,837.80	\$338,823.80
2012	540-800382	Social Services Contracts	\$49,239.30	\$0.00	\$49,239.30
2013	540-800382	Social Services Contracts	\$49,239.30	\$0.00	\$49,239.30
2014	540-800382	Social Services Contracts	\$0.00	\$62,938.00	\$62,938.00
		Sub Total	\$98,478.60	\$62,938.00	\$161,416.60
		Sub Total	\$360,464.60	\$139,775.80	\$500,240.40

Nashua Transit System (Vendor #157569)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transition of Clients	\$102,585.60	\$0.00	\$102,585.60
2014	512-500352	Transition of Clients	\$0.00	\$132,084.48	\$132,084.48
		Sub Total	\$205,171.20	\$132,084.48	\$337,255.68

Tri County CAP (Vendor #177195)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$308,632.00	\$0.00	\$308,632.00
2013	512-500352	Transition of Clients	\$308,632.00	\$0.00	\$308,632.00
2014	512-500352	Transition of Clients	\$0.00	\$280,850.40	\$280,850.40
		Sub Total	\$617,264.00	\$280,850.40	\$898,114.40
2012	540-800382	Social Services Contracts	\$19,633.00	\$0.00	\$19,633.00
2013	540-800382	Social Services Contracts	\$19,633.00	\$0.00	\$19,633.00
2014	540-800382	Social Services Contracts	\$0.00	\$17,195.80	\$17,195.80
		Sub Total	\$39,266.00	\$17,195.80	\$56,461.80
2012	541-500383	Meals - Home Del & Cong	\$397,673.92	\$0.00	\$397,673.92
2013	541-500383	Meals - Home Del & Cong	\$397,673.92	\$0.00	\$397,673.92
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$359,373.70	\$359,373.70
		Sub Total	\$795,347.84	\$359,373.70	\$1,154,721.54
		Sub Total	\$1,451,877.84	\$657,419.90	\$2,109,297.74

Valley Regional Healthcare (Vendor #177158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$55,001.44	\$0.00	\$55,001.44
2013	540-800382	Social Services Contracts	\$55,001.44	\$0.00	\$55,001.44
2014	540-800382	Social Services Contracts	\$0.00	\$68,085.19	\$68,085.19
		Sub Total	\$110,002.88	\$68,085.19	\$178,088.07

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 60.32% Federal Funds; 39.68% General Funds

VNA at HCS, Inc. (Vendor #177274)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	512-500352	Transition of Clients	\$86,100.00	\$0.00	\$86,100.00
2013	512-500352	Transition of Clients	\$86,100.00	\$0.00	\$86,100.00
2014	512-500352	Transition of Clients	\$0.00	\$51,906.82	\$51,906.82
		Sub Total	\$172,200.00	\$51,906.82	\$224,106.82
2012	540-800382	Social Services Contracts	\$183,394.02	\$0.00	\$183,394.02
2013	540-800382	Social Services Contracts	\$183,394.02	\$0.00	\$183,394.02
2014	540-800382	Social Services Contracts	\$0.00	\$119,081.57	\$119,081.57
		Sub Total	\$366,788.04	\$119,081.57	\$485,869.61
2012	541-500383	Meals - Home Del & Cong	\$359,436.00	\$0.00	\$359,436.00
2013	541-500383	Meals - Home Del & Cong	\$359,436.00	\$0.00	\$359,436.00
2014	541-500383	Meals - Home Del & Cong	\$0.00	\$323,630.58	\$323,630.58
		Sub Total	\$718,872.00	\$323,630.58	\$1,042,502.58
		Sub Total	\$1,257,860.04	\$494,618.97	\$1,752,479.01

Franklin VNA and Hospice (Vendor #154177)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	540-800382	Social Services Contracts	\$6,445.44	\$0.00	\$6,445.44
2013	540-800382	Social Services Contracts	\$6,445.44	\$0.00	\$6,445.44
2014	540-800382	Social Services Contracts	\$0.00	\$5,751.66	\$5,751.66
		Sub Total	\$12,890.88	\$5,751.66	\$18,642.54

Lakes Region Community Services Council (Vendor #177251)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Amount	Total Amount
2012	540-800382	Social Services Contracts	\$0.00	\$0.00	\$0.00
2013	540-800382	Social Services Contracts	\$0.00	\$0.00	\$0.00
2014	540-800382	Social Services Contracts	\$0.00	\$92,050.27	\$92,050.27
		Sub Total	\$0.00	\$92,050.27	\$92,050.27
		Sub Total	\$16,162,816.12	\$7,321,166.85	\$23,483,982.97

FINANCIAL DETAIL ATTACHMENT SHEET**Home and Community Based Services**

**05-95-48-481010-9010 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES**

SFY 2014 - 100% General Funds

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	102-500731	Contracts for Program Svcs	\$28,732.75	\$0.00	\$28,732.75
2013	102-500731	Contracts for Program Svcs	\$28,732.75	\$0.00	\$28,732.75
2014	102-500731	Contracts for Program Svcs	\$0.00	\$28,732.75	\$28,732.75
		Sub Total	\$57,465.50	\$28,732.75	\$86,198.25
		Sub Total	\$57,465.50	\$28,732.75	\$86,198.25

FINANCIAL DETAIL ATTACHMENT SHEET**Home and Community Based Services**

**05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,
SFY 2014 - 44.31% Federal Funds; 55.69% General Funds**

Androscoggin Valley Home Care Services (Vendor #157347)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$237,138.48	\$0.00	\$237,138.48
2013	542-500384	Homemaker Services	\$237,138.48	\$0.00	\$237,138.48
2014	542-500384	Homemaker Services	\$0.00	\$234,452.88	\$234,452.88
		Sub Total	\$474,276.96	\$234,452.88	\$708,729.84
2012	543-500385	Adult In Home Care	\$499,220.82	\$0.00	\$499,220.82
2013	543-500385	Adult In Home Care	\$499,220.82	\$0.00	\$499,220.82
2014	543-500385	Adult In Home Care	\$0.00	\$436,347.64	\$436,347.64
		Sub Total	\$998,441.64	\$436,347.64	\$1,434,789.28
		Sub Total	\$1,472,718.60	\$670,800.52	\$2,143,519.12

Area Homecare and Family Services, Inc. (Vendor #166931)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$450,584.00	\$0.00	\$450,584.00
2013	542-500384	Homemaker Services	\$450,584.00	\$0.00	\$450,584.00
2014	542-500384	Homemaker Services	\$0.00	\$445,488.82	\$445,488.82
		Sub Total	\$901,168.00	\$445,488.82	\$1,346,656.82
2012	543-500385	Adult In Home Care	\$1,012,586.56	\$0.00	\$1,012,586.56
2013	543-500385	Adult In Home Care	\$1,012,586.56	\$0.00	\$1,012,586.56
2014	543-500385	Adult In Home Care	\$0.00	\$885,079.07	\$885,079.07
		Sub Total	\$2,025,173.12	\$885,079.07	\$2,910,252.19
		Sub Total	\$2,926,341.12	\$1,330,567.89	\$4,256,909.01

Community Action Program Belknap-Merrimack Counties, Inc. (Vendor #177203)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$533,453.64	\$0.00	\$533,453.64
2013	544-500386	Meals Home Delivered	\$533,453.64	\$0.00	\$533,453.64
2014	544-500386	Meals Home Delivered	\$0.00	\$533,453.64	\$533,453.64
		Sub Total	\$1,066,907.28	\$533,453.64	\$1,600,360.92

Visiting Nurse Home Care & Hospice of Carroll County (Vendor #167159)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$112,854.88	\$0.00	\$112,854.88
2013	542-500384	Homemaker Services	\$112,854.88	\$0.00	\$112,854.88
2014	542-500384	Homemaker Services	\$0.00	\$111,579.22	\$111,579.22
		Sub Total	\$225,709.76	\$111,579.22	\$337,288.98
2012	543-500385	Adult In Home Care	\$147,359.00	\$0.00	\$147,359.00
2013	543-500385	Adult In Home Care	\$147,359.00	\$0.00	\$147,359.00
2014	543-500385	Adult In Home Care	\$0.00	\$128,794.50	\$128,794.50
		Sub Total	\$294,718.00	\$128,794.50	\$423,512.50
		Sub Total	\$520,427.76	\$240,373.72	\$760,801.48

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Child & Family Services of NH (Vendor #177166)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$452,269.96	\$0.00	\$452,269.96
2013	542-500384	Homemaker Services	\$452,269.96	\$0.00	\$452,269.96
2014	542-500384	Homemaker Services	\$0.00	\$515,008.56	\$515,008.56
		Sub Total	\$904,539.92	\$515,008.56	\$1,419,548.48
2012	543-500385	Adult In Home Care	\$535,244.47	\$0.00	\$535,244.47
2013	543-500385	Adult In Home Care	\$535,244.47	\$0.00	\$535,244.47
2014	543-500385	Adult In Home Care	\$0.00	\$523,424.53	\$523,424.53
		Sub Total	\$1,070,488.94	\$523,424.53	\$1,593,913.47
		Sub Total	\$1,975,028.86	\$1,038,433.09	\$3,013,461.95

Easter Seals New Hampshire, Inc. (Vendor #177204)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	566-500915	Adult Group Daycare	\$101,550.00	\$0.00	\$101,550.00
2013	566-500915	Adult Group Daycare	\$101,550.00	\$0.00	\$101,550.00
2014	566-500915	Adult Group Daycare	\$0.00	\$101,550.00	\$101,550.00
		Sub Total	\$203,100.00	\$101,550.00	\$304,650.00

Area Agency of Greater Nashua, Inc. dba Gateways Community Services (Vendor #155784)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2013	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2014	566-500915	Adult Group Daycare	\$0.00	\$54,160.00	\$54,160.00
		Sub Total	\$108,320.00	\$54,160.00	\$162,480.00

Gibson Center for Senior Services, Inc. (Vendor 155344)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$62,937.36	\$0.00	\$62,937.36
2013	544-500386	Meals Home Delivered	\$62,937.36	\$0.00	\$62,937.36
2014	544-500386	Meals Home Delivered	\$0.00	\$62,937.36	\$62,937.36
		Sub Total	\$125,874.72	\$62,937.36	\$188,812.08

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Grafton County Senior Citizen's Council, Inc. (Vendor #177675)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$52,675.06	\$0.00	\$52,675.06
2013	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2014	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
		Sub Total	\$52,675.06	\$0.00	\$52,675.06
2012	543-500385	Adult In Home Care	\$233,045.95	\$0.00	\$233,045.95
2013	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2014	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
		Sub Total	\$233,045.95	\$0.00	\$233,045.95
2012	544-500386	Meals Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2013	544-500386	Meals Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2014	544-500386	Meals Home Delivered	\$0.00	\$370,515.32	\$370,515.32
		Sub Total	\$741,036.08	\$370,515.32	\$1,111,551.40
		Sub Total	\$1,026,757.09	\$370,515.32	\$1,397,272.41

Lake Sunapee Community Health Services (Vender #174248)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$31,779.60	\$0.00	\$31,779.60
2013	542-500384	Homemaker Services	\$31,779.60	\$0.00	\$31,779.60
2014	542-500384	Homemaker Services	\$0.00	\$31,414.06	\$31,414.06
		Sub Total	\$63,559.20	\$31,414.06	\$94,973.26

Newport Senior Center, Inc. (Vendor #177250)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$27,885.48	\$0.00	\$27,885.48
2013	542-500384	Homemaker Services	\$27,885.48	\$0.00	\$27,885.48
2014	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
		Sub Total	\$55,770.96	\$0.00	\$55,770.96
2012	544-500386	Meals Home Delivered	\$193,904.68	\$0.00	\$193,904.68
2013	544-500386	Meals Home Delivered	\$193,904.68	\$0.00	\$193,904.68
2014	544-500386	Meals Home Delivered	\$0.00	\$193,904.68	\$193,904.68
		Sub Total	\$387,809.36	\$193,904.68	\$581,714.04
		Sub Total	\$443,580.32	\$193,904.68	\$637,485.00

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

North Country Home Health and Hospice Agency, Inc. (Vendor #154643)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$14,547.00	\$0.00	\$14,547.00
2013	542-500384	Homemaker Services	\$22,007.00	\$0.00	\$22,007.00
2014	542-500384	Homemaker Services	\$0.00	\$21,753.36	\$21,753.36
		Sub Total	\$36,554.00	\$21,753.36	\$58,307.36
2012	543-500385	Adult In Home Care	\$7,380.00	\$0.00	\$7,380.00
2013	543-500385	Adult In Home Care	\$117,208.00	\$0.00	\$117,208.00
2014	543-500385	Adult In Home Care	\$0.00	\$102,438.92	\$102,438.92
		Sub Total	\$124,588.00	\$102,438.92	\$227,026.92
		Sub Total	\$161,142.00	\$124,192.28	\$285,334.28

Ossipee Concerned Citizens, Inc. (Vendor #170158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$159,328.70	\$0.00	\$159,328.70
2013	544-500386	Meals Home Delivered	\$159,328.70	\$0.00	\$159,328.70
2014	544-500386	Meals Home Delivered	\$0.00	\$159,328.70	\$159,328.70
		Sub Total	\$318,657.40	\$159,328.70	\$477,986.10

CornerStone VNA (Vendor #230881)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$44,760.00	\$0.00	\$44,760.00
2013	542-500384	Homemaker Services	\$44,760.00	\$0.00	\$44,760.00
2014	542-500384	Homemaker Services	\$0.00	\$44,252.72	\$44,252.72
		Sub Total	\$89,520.00	\$44,252.72	\$133,772.72
2012	543-500385	Adult In Home Care	\$70,530.00	\$0.00	\$70,530.00
2013	543-500385	Adult In Home Care	\$70,530.00	\$0.00	\$70,530.00
2014	543-500385	Adult In Home Care	\$0.00	\$61,643.22	\$61,643.22
		Sub Total	\$141,060.00	\$61,643.22	\$202,703.22
2012	566-500915	Adult Group Daycare	\$20,310.00	\$0.00	\$20,310.00
2013	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2014	566-500915	Adult Group Daycare	\$0.00	\$0.00	\$0.00
		Sub Total	\$28,434.00	\$0.00	\$28,434.00
		Sub Total	\$259,014.00	\$105,895.94	\$364,909.94

Rockingham Nutrition & M-O-W Prog, Inc. (Vendor #155197)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$487,444.96	\$0.00	\$487,444.96
2013	544-500386	Meals Home Delivered	\$487,444.96	\$0.00	\$487,444.96
2014	544-500386	Meals Home Delivered	\$0.00	\$487,444.96	\$487,444.96
		Sub Total	\$974,889.92	\$487,444.96	\$1,462,334.88

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Somersworth Housing Authority (Vendor #154340)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$145,095.08	\$0.00	\$145,095.08
2013	544-500386	Meals Home Delivered	\$145,095.08	\$0.00	\$145,095.08
2014	544-500386	Meals Home Delivered	\$0.00	\$145,091.98	\$145,091.98
		Sub Total	\$290,190.16	\$145,091.98	\$435,282.14

St. Joseph Community Services, Inc. (Vendor #155093)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$462,281.48	\$0.00	\$462,281.48
2013	544-500386	Meals Home Delivered	\$462,281.48	\$0.00	\$462,281.48
2014	544-500386	Meals Home Delivered	\$0.00	\$462,281.48	\$462,281.48
		Sub Total	\$924,562.96	\$462,281.48	\$1,386,844.44

The Homemakers Health Services (Vendor #154849)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$268,560.00	\$0.00	\$268,560.00
2013	542-500384	Homemaker Services	\$268,560.00	\$0.00	\$268,560.00
2014	542-500384	Homemaker Services	\$0.00	\$265,523.78	\$265,523.78
		Sub Total	\$537,120.00	\$265,523.78	\$802,643.78
2012	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2013	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2014	543-500385	Adult In Home Care	\$0.00	\$405,732.72	\$405,732.72
		Sub Total	\$928,365.40	\$405,732.72	\$1,334,098.12
2012	566-500915	Adult Group Daycare	\$44,005.00	\$0.00	\$44,005.00
2013	566-500915	Adult Group Daycare	\$54,160.00	\$0.00	\$54,160.00
2014	566-500915	Adult Group Daycare	\$0.00	\$54,160.00	\$54,160.00
		Sub Total	\$98,165.00	\$54,160.00	\$152,325.00
		Sub Total	\$1,563,650.40	\$725,416.50	\$2,289,066.90

Tri County CAP (Vendor #177195)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	544-500386	Meals Home Delivered	\$190,517.70	\$0.00	\$190,517.70
2013	544-500386	Meals Home Delivered	\$190,517.70	\$0.00	\$190,517.70
2014	544-500386	Meals Home Delivered	\$0.00	\$190,517.70	\$190,517.70
		Sub Total	\$381,035.40	\$190,517.70	\$571,553.10
2012	566-500915	Adult Group Daycare	\$30,465.00	\$0.00	\$30,465.00
2013	566-500915	Adult Group Daycare	\$30,465.00	\$0.00	\$30,465.00
2014	566-500915	Adult Group Daycare	\$0.00	\$30,465.00	\$30,465.00
		Sub Total	\$60,930.00	\$30,465.00	\$91,395.00
		Sub Total	\$441,965.40	\$220,982.70	\$662,948.10

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Valley Regional Healthcare (Vendor #177158)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$116,428.22	\$0.00	\$116,428.22
2013	542-500384	Homemaker Services	\$116,428.22	\$0.00	\$116,428.22
2014	542-500384	Homemaker Services	\$0.00	\$115,107.80	\$115,107.80
		Sub Total	\$232,856.44	\$115,107.80	\$347,964.24
2012	543-500385	Adult In Home Care	\$258,912.36	\$0.00	\$258,912.36
2013	543-500385	Adult In Home Care	\$258,912.36	\$0.00	\$258,912.36
2014	543-500385	Adult In Home Care	\$0.00	\$226,288.21	\$226,288.21
		Sub Total	\$517,824.72	\$226,288.21	\$744,112.93
2012	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2013	566-500915	Adult Group Daycare	\$8,124.00	\$0.00	\$8,124.00
2014	566-500915	Adult Group Daycare	\$0.00	\$8,124.00	\$8,124.00
		Sub Total	\$16,248.00	\$8,124.00	\$24,372.00
		Sub Total	\$766,929.16	\$349,520.01	\$1,116,449.17

VNA at HCS, Inc. (Vendor #177274)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$226,895.90	\$0.00	\$226,895.90
2013	542-500384	Homemaker Services	\$226,895.90	\$0.00	\$226,895.90
2014	542-500384	Homemaker Services	\$0.00	\$224,329.66	\$224,329.66
		Sub Total	\$453,791.80	\$224,329.66	\$678,121.46
2012	543-500385	Adult In Home Care	\$700,365.65	\$0.00	\$700,365.65
2013	543-500385	Adult In Home Care	\$700,365.65	\$0.00	\$700,365.65
2014	543-500385	Adult In Home Care	\$0.00	\$612,167.56	\$612,167.56
		Sub Total	\$1,400,731.30	\$612,167.56	\$2,012,898.86
2012	544-500386	Meals Home Delivered	\$252,511.34	\$0.00	\$252,511.34
2013	544-500386	Meals Home Delivered	\$252,511.34	\$0.00	\$252,511.34
2014	544-500386	Meals Home Delivered	\$0.00	\$252,508.76	\$252,508.76
		Sub Total	\$505,022.68	\$252,508.76	\$757,531.44
2012	566-500915	Adult Group Daycare	\$67,700.00	\$0.00	\$67,700.00
2013	566-500915	Adult Group Daycare	\$67,700.00	\$0.00	\$67,700.00
2014	566-500915	Adult Group Daycare	\$0.00	\$67,700.00	\$67,700.00
		Sub Total	\$135,400.00	\$67,700.00	\$203,100.00
		Sub Total	\$2,494,945.78	\$1,156,705.98	\$3,651,651.76

Franklin VNA and Hospice (Vendor #154177)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increased (Decreased) Budget	Revised Modified Budget
2012	542-500384	Homemaker Services	\$53,838.82	\$0.00	\$53,838.82
2013	542-500384	Homemaker Services	\$53,838.82	\$0.00	\$53,838.82
2014	542-500384	Homemaker Services	\$0.00	\$53,227.10	\$53,227.10
		Sub Total	\$107,677.64	\$53,227.10	\$160,904.74

FINANCIAL DETAIL ATTACHMENT SHEET

Home and Community Based Services

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVS,

Lakes Region Community Services Council (Vendor #177251)

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Amount	Total Amount
2012	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2013	542-500384	Homemaker Services	\$0.00	\$0.00	\$0.00
2014	542-500384	Homemaker Services	\$0.00	\$103,708.92	\$103,708.92
		Sub Total	\$0.00	\$103,708.92	\$103,708.92
2012	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2013	543-500385	Adult In Home Care	\$0.00	\$0.00	\$0.00
2014	543-500385	Adult In Home Care	\$0.00	\$532,408.34	\$532,408.34
		Sub Total	\$0.00	\$532,408.34	\$532,408.34
		Sub Total	\$0.00	\$636,117.26	\$636,117.26
		Sub Total	\$18,236,239.77	\$9,254,315.17	\$27,490,554.94
		GRAND TOTAL	\$34,456,521.39	\$16,604,214.77	\$51,060,736.16

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Androscoggin Valley Home Care Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Androscoggin Valley Home Care Services**

This second Amendment to the Adult In-home Care, Elder Abuse Counseling, Health Screening, Home Health Aide, Homemaker and Nursing services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, 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 organized under the laws of the State of New Hampshire, 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 June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$2,442,964.21.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section VII Other Terms and Conditions.

Contractor Initials: YBD
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Androscoggin Valley Home Care Services



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: YBD
Date: 6-6-15

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Androscoggin Valley Home Care 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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Androscoggin Valley Home Care Services

6-6-13
Date

Joseph Dupuis
NAME JOSEPH DUPUIS
TITLE BOARD CHAIRMAN

Acknowledgement:

State of NH, County of COOS on JUNE 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Paul G. Tellechea
Name and Title of Notary or Justice of the Peace

2/22/2017

Contractor Initials: YBD
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Androscoggin Valley Home Care Services



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

James P. Herrick
Name: James P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: YBD
Date: 6-6-13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	1,372
Elder Abuse Counseling	Per quarter hour	\$10.82	122
Health Screening	Per hour	\$16.85	246
Home Health Aide Services	Per half hour	\$11.65	4,142
Nursing	Per half hour	\$22.93	249
Funding: Title XX			
Homemaker	Per half hour	\$7.46	31,428
Adult In Home Care	Per hour	\$13.67	26,132
Adult In Home Care-APS	Per hour	\$15.85	4,992

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542- 500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services ANDROSCOGGIN VALLEY HOME CARE SERVICES
The State Agency Name Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Joseph Dupuis
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

JOSEPH DUPUIS
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

BOARD CHAIRMAN
Title of Authorized Representative

6 June 2013
Date

6-6-13
Date

ANDROSCOGGIN VALLEY HOME CARE SERVICES

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

Of The Board of Directors of Androscoggin Valley Home Care Services

on October 18, 2012 which was duly called at which a quorum was present:

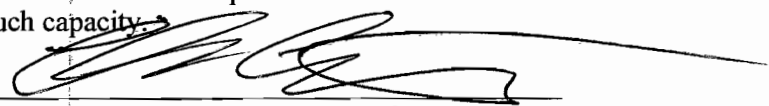
"On motion duly made and seconded, it was voted to authorize

the Board Chairperson, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Joseph Dupuis is the duly elected Board Chairperson of
this corporation and is still qualified and serving in such capacity.

June 6, 2013


Charles Cotton, Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF COOS

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that Charles Cotton executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

My commission expires:

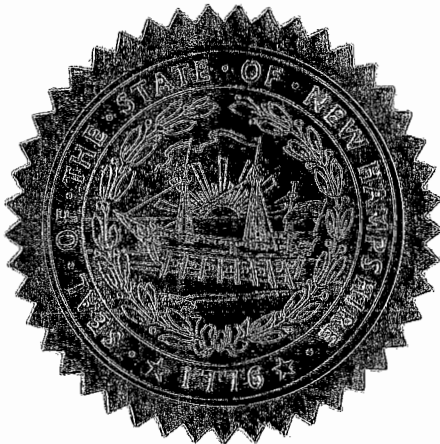
2/22/17

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.

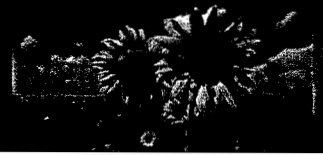


In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 19th day of March A.D. 2013

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

William M. Gardner
Secretary of State

A. V. Home Care Services



795 Main Street • Berlin, NH • 03570 • (603)752-7505 • www.avhomecare.org

June 6, 2013

Ms Catherine Cormier
Contract Administrator
State of NH – DHHS
129 Pleasant Street
Concord, NH 03301-3857

Re: Contract Amendment #2

Dear Cathy:

Enclosed please find the A V Home Care Services signed Contract Amendment with all attachments, Abstract of Corporate Minutes, Current List of Board of Directors, Certificates of Insurance (4), Letter pertaining to Workman's Comp renewal due 7/01/2013, Memorandum of Agreement with our partners Northwoods Home Health & Hospice and a Certificate of Good Standing dated March 19, 2013. We have applied for a new Certificate of Good Standing and will forward to you as soon as received.

Please let us know if more information is needed.

Thank you.

Sincerely,

A handwritten signature in cursive script that reads "Margo".

Margo C. Sullivan
Director

encs

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

4/04/2013

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

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

PRODUCER USI Insurance Svcs LLC, CL PO Box 406 Portland, ME 04112-0406	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Androscoggin Valley Home Care Services 795 Main Street Berlin, NH 03570	<table border="1"> <tr> <th data-bbox="812 455 1388 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 455 1500 483">NAIC #</th> </tr> <tr> <td data-bbox="812 483 1388 510">INSURER A: Philadelphia Indemnity Insuranc</td> <td data-bbox="1388 483 1500 510">18058</td> </tr> <tr> <td data-bbox="812 510 1388 537">INSURER B: Technology Insurance Company, I</td> <td data-bbox="1388 510 1500 537">42376</td> </tr> <tr> <td data-bbox="812 537 1388 564">INSURER C:</td> <td data-bbox="1388 537 1500 564"></td> </tr> <tr> <td data-bbox="812 564 1388 592">INSURER D:</td> <td data-bbox="1388 564 1500 592"></td> </tr> <tr> <td data-bbox="812 592 1388 619">INSURER E:</td> <td data-bbox="1388 592 1500 619"></td> </tr> <tr> <td data-bbox="812 619 1388 653">INSURER F:</td> <td data-bbox="1388 619 1500 653"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Indemnity Insuranc	18058	INSURER B: Technology Insurance Company, I	42376	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Indemnity Insuranc	18058														
INSURER B: Technology Insurance Company, I	42376														
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC		PHPK949495	12/02/2012	12/02/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 Professional \$1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		PHPK949495	12/02/2012	12/02/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☒ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB403462	12/02/2012	12/02/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3323902	07/01/2012	07/01/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

2012-2013 GL, WC, Umbrella

CERTIFICATE HOLDER

CANCELLATION

State of NH, DHHS BEAS
 129 Pleasant St
 Concord, NH 03301-3857

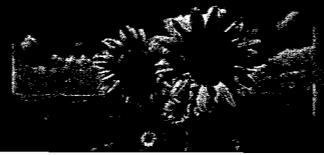
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

E. David Jones

© 1988-2010 ACORD CORPORATION. All rights reserved.

A. V. Home Care Services



795 Main Street • Berlin, NH • 03570 • (603)752-7505 • www.avhomecare.org

June 6, 2013

Ms. Catherine Cormier
Contract Administrator
State of NH - DHHS
129 Pleasant Street
Concord, NH 03301-3857

Re: Amendment #2, Certificate of Insurance

Dear Ms Cormier:

We have included insurance certificates as requested. Please note that our Workman's Comp Insurance is due for renewal on July 1, 2013. At this time, we do not have a new Certificate of Insurance because we are in the process of obtaining quotes for the new fiscal year.

We fully intend to fulfill our duty under the contract to provide the required insurance coverage, and we will provide the State with a new Certificate of Insurance proving coverage as soon as it is received.

Please let us know if more information is needed.

Sincerely,

Margo C. Sullivan
Director



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

April 8, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to amend an existing Agreement (Purchase Order #1023667) with Androscoggin Valley Home Care Services, Berlin, New Hampshire (Vendor #57347) to provide Adult In home Care services by increasing the number of units of service for Adult Protective Services Adult In-home Care and decreasing the number of Adult In-home Care units of service, to transfer service units within the scope of services that are funded within the same account number and amend the related terms of the contract without further approval from Governor and Executive Council, with no change to the total contract dollars. This amendment shall be effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #224). Funding is available in the following accounts for State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	540-500382	Social Services	\$ 109,134.94	\$ 0.00	\$ 109,134.94
2013	540-500382	Social Services	\$ 109,134.94	\$ 0.00	\$ 109,134.94
Subtotal			\$ 218,269.88	\$ 0.00	\$ 218,269.88

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 237,138.48	\$ 0.00	\$ 237,138.48
2012	543-500385	Adult In Home Care	\$ 499,220.82	\$ 0.00	\$ 499,220.82
2013	542-500384	Homemaker	\$ 237,138.48	\$ 0.00	\$ 237,138.48
2013	543-500385	Adult In Home Care	\$ 499,220.82	\$ 0.00	\$ 499,220.82
Sub-Total			\$1,472,718.60	\$ 0.00	\$1,472,718.60
Total			\$1,690,988.48	\$ 0.00	\$1,690,988.48

EXPLANATION

The purpose of this Requested Action is to transfer Adult In Home Care services, within the dollar amount contracted for these services, by increasing the number of Adult Protective Services Adult In-home Care units of service and decreasing the number of Adult In-home Care units due to an increase in Adult Protective Service clients as well as an increase in the level of support needed for these clients. At the same time, the Contractor has experienced a decrease in referrals for non-protective clients. This transfer allows the Contractor to meet the client needs for Adult In-home Care without having to curtail services to protective clients.

Should the Governor and Executive Council determine to not authorize to amend the existing Agreement to transfer Adult In-home Care service units to Adult Protective Services Adult In-home Care, the in home support provided to these Adult Protective Service clients will be reduced to a level that could jeopardize their ability to remain in their home. Adult In Home Care services allow elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in their homes within the community.

The original contract was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on the Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary is attached.

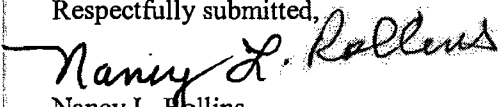
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

Areas served: See attached list of towns/cities served.

Source of Funds for this amendment: 48.17% Federal and 51.83% General Funds.

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

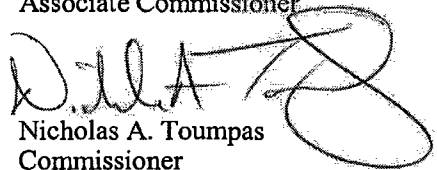
Respectfully submitted,



Nancy L. Rollins

Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Androscoggin Valley Home Care Services, Berlin, New Hampshire (Vendor #157347) to provide Adult In-Home Care, Elder Abuse Counseling, Health Screening, Home Health Aide, Homemaker and Nursing services in an amount not to exceed \$1,690,988.48 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$109,134.94
2013	540-500382	Social Services	\$109,134.94
Subtotal			\$218,269.88

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$237,138.48
2012	543-500385	Adult In Home Care	\$499,220.82
2013	542-500384	Homemaker	\$237,138.48
2013	543-500385	Adult In Home Care	\$499,220.82
Sub-Total			\$1,472,718.60

Total			\$1,690,988.48
-------	--	--	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult In-Home Care, Elder Abuse Counseling, Health Screening, Home Health Aide, Homemaker and Nursing services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult In-Home Care, Elder Abuse Counseling, Health Screening, Home Health Aide, Homemaker and Nursing services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

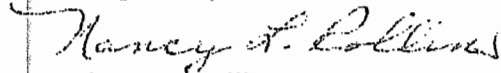
Area served: See attached list of towns/cities served.

Sources of Funds: 49.39% Federal (Administration on Aging and Social Services Block Grant) and 50.61% General Funds.

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

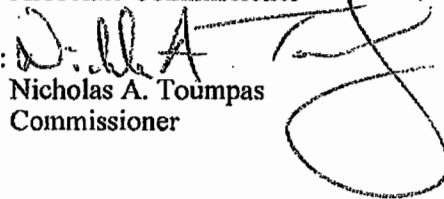
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area Agency of Greater Nashua, Inc.,
d/b/a Gateways Community Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area Agency of Greater Nashua, Inc., d/b/a Gateways
Community Services**

This first Amendment to the Adult Medical Day Services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, 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 Agency of Greater Nashua, Inc., d/b/a Gateways Community Services, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 144 Canal Street, Nashua, NH 03064.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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

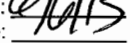
WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$360,143.69.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions:

Contractor's Initials: 
Date: 

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area Agency of Greater Nashua, Inc.,
d/b/a Gateways Community Services**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: NSP
Date: 6/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area Agency of Greater Nashua, Inc.,
d/b/a Gateways Community 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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Area Agency of Greater Nashua, Inc., d/b/a
Gateways Community Services

Date

Richard Pittravalle
NAME
TITLE Chair

Acknowledgement:
State of New Hampshire, County of Hillsborough on 6/6/13,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Leslie A. Simays
Name and Title of Notary or Justice of the Peace

LESLIE A. SIMAYS
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 18, 2014

Contractor's Initials: RP
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area Agency of Greater Nashua, Inc.,
d/b/a Gateways Community Services



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

OFFICE OF THE ATTORNEY GENERAL

10 Dec. 25 13
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
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:

Contractor's Initials: MS
Date: 6/11/13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	8,893
Funding: Title XX			
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	8,000

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.

5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

[Handwritten signature]
[Handwritten date: 6/11/13]

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

Contractor Initials: _____

Date: _____

[Handwritten signature]
9/21/09

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DEPARTMENT OF HEALTH & HUMAN SERVICES
The State Agency Name

Area Agency of Greater Nashua, Inc
Gateways Community Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Richard Pietravalle
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Board Chair
Title of Authorized Representative

7 June 2013
Date

6/6/13
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of the Board of Directors of
(Name of Governing Board)

Area Agency of Greater Nashua, Inc. d.b.a. Gateways Community Services
(Name of Corporation)

on March 27th, 2013 which was duly called at which a quorum
was present:

"On motion duly made and seconded, it was voted to authorize

the Chair, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)

Richard Pietravalle is the duly elected (Title) Chair of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

James Leary, Secretary

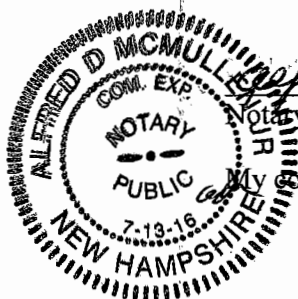
(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF HELLS BOROUGH

On 6 June 2013, 20__, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.



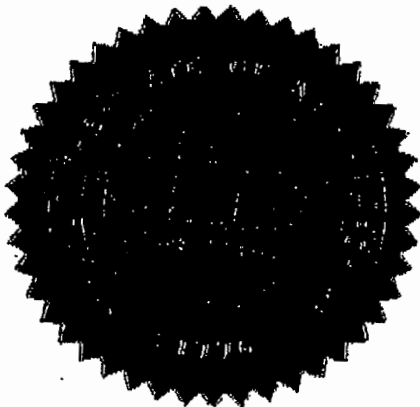
Alfred D. McMullen
Notary Public/Justice of the Peace

My Commission expires:

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 Gateways Community Services is a New Hampshire trade name registered on March 20, 2008 and that AREA AGENCY OF GREATER NASHUA, INC. presently own(s) this trade name. I further certify that it is in good standing as far as this office is concerned, having 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 7th day of May, A.D. 2013

A handwritten signature in dark ink, appearing to read "William M. Gardner", written in a cursive style.

William M. Gardner
Secretary of State

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/25/2013

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100		CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 E-MAIL ADDRESS: FAX (A/C, No):																						
INSURED Area Agency of Greater Nashua, Inc. dba Gateways Community Services 144 Canal Street Nashua, NH 03064		<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>Philadelphia Insurance Company</td> <td>23850</td> </tr> <tr> <td>INSURER B:</td> <td>AIM Mutual Insurance Company</td> <td>33758</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Philadelphia Insurance Company	23850	INSURER B:	AIM Mutual Insurance Company	33758	INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																						
INSURER A:	Philadelphia Insurance Company	23850																						
INSURER B:	AIM Mutual Insurance Company	33758																						
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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC			PHPK970736	01/23/2013	01/23/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			PHPK970736	01/23/2013	01/23/2014	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$10000 ☐ OCCUR ☐ CLAIMS-MADE			PHUB409263	01/23/2013	01/23/2014	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	ECC04000286012012	07/01/2012	07/01/2013	☒ WC STATUTORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

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

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept of Health and
Human Services
Bureau of Elderly and 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

E. Arnold

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Area Agency of Greater Nashua, Inc., dba Gateways Community, Nashua, New Hampshire (Vendor #155784) to provide Adult Medical Day Services in an amount not to exceed \$245,778.08 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$68,729.04
2013	540-500382	Social Services	\$68,729.04
Subtotal			\$137,458.08

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	566-500918	Adult Group Day Care	\$54,160.00
2013	566-500918	Adult Group Day Care	\$54,160.00
Sub-Total			\$108,320.00

Total			\$245,778.08
-------	--	--	--------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services will be able to remain in their home and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

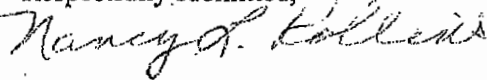
Area served: See attached list of towns/cities served.

Sources of Funds: 53.46% Federal and 46.54% General Funds

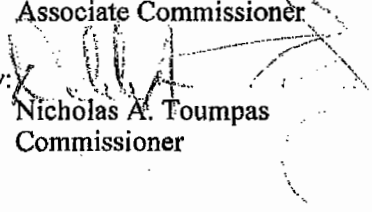
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by: 

Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area HomeCare Family Services, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area HomeCare Family Services, Inc.**

This first Amendment to the Adult In Home Care and Homemaker services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, 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 organized under the laws of the State of New Hampshire, 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 June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties;

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$4,451,422.96
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section III Other Terms and Conditions.

Contractor Initials: 
Date: 6/5/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area HomeCare Family Services, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1
 - a) Add Paragraph #3:
 3. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials:

Date:

BS

6/15/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area HomeCare Family Services, Inc.



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Area HomeCare Family Services, Inc.

6/5/13
Date

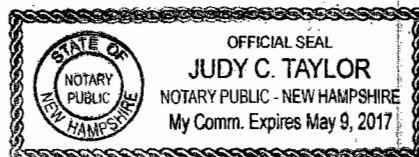
Gordon McClellan
NAME
TITLE President/CEO

Acknowledgement:

State of NH, County of Rockingham on 06/05/2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

[Signature] Notary
Name and Title of Notary or Justice of the Peace



Contractor Initials: SM
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Area HomeCare Family Services, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

James C. Herrick
Name: James C. Herrick
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:

Contractor Initials: *SH*
Date: 6/5/13

SECTION III: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.


6/5/13

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	1,951
Homemaker	Per half hour	\$7.46	3,900
Funding: Title XX			
Homemaker	Per half hour	\$7.46	59,717
Adult In Home Care	Per hour	\$13.67	59,576
Adult In Home Care-APS	Per hour	\$15.85	4,459

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

⑤
6/5/13

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services

The State Agency Name

~~AAA Home Care Family Services, Inc~~

Name of the Contractor

Nancy L Rollins

Signature of Authorized Representative

John G. Galt

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Gordon McCallister

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

President / CEO

Title of Authorized Representative

6 June 2013

Date

6/5/13

Date

ABSTRACT OF CORPORATE MINUTES

Area Home Care Family Services, Inc

The following is a true abstract from minutes of meeting

BOARD of DIRECTORS

of Area Home Care Family Services, Inc of
(Name of Governing Board)

Area Home Care Family Services, Inc
(Name of Corporation)

on June 5, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the President, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Gordon McColister is the duly elected (Title) President / CEO of
this corporation and is still qualified and serving in such capacity.

6/5/2013
(Date)

[Signature]
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

No Corporate Seal

STATE OF NEW HAMPSHIRE

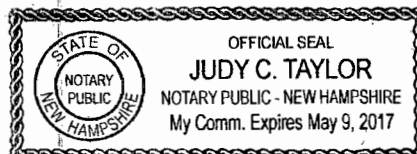
COUNTY OF Rockingham

On 6/5/13, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that S he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

[Signature] Notary
Notary Public/Justice of the Peace

My commission expires:



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 formed January 27, 1972. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of June, A.D. 2013

A handwritten signature in dark ink, appearing to read "William M. Gardner", is written over a horizontal line.

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/4/2013

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

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

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

COVERAGES CERTIFICATE NUMBER: CL136406567 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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			ZHV926516401	8/9/2012	8/9/2013	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 - COM/POP AGG \$ Included
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			ABV926528101	8/9/2012	8/9/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Medical payments \$ 5,000
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 0			UHV926567601	8/9/2012	8/9/2013	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 ☒ N/A			WWC3060313	5/1/2013	5/1/2014	WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			ZHV926516401	8/9/2012	8/9/2013	Each Occurrence \$1,000,000 Aggregate \$3,000,000

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

CERTIFICATE HOLDER

State of New Hampshire DHHS
Bureau of Elderly & Adult Services
129 Pleasant Street
Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

Jamie DeStefano/JAMIE

Jamie B. DeStefano



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Area HomeCare Family Services, Inc., Portsmouth, New Hampshire (Vendor #166931) to provide Adult In-Home Care and Homemaker services in an amount not to exceed \$3,060,837.72 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$67,248.30
2013	540-500382	Social Services	\$67,248.30
Subtotal			\$134,496.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$450,584.00
2012	543-500385	Adult In Home Care	\$1,012,586.56
2013	542-500384	Homemaker	\$450,584.00
2013	543-500385	Adult In Home Care	\$1,012,586.56
Sub-Total			\$2,926,341.12

Total	\$3,060,837.72
-------	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Homemaker and Adult In-Home Care will be able to remain in their home and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Homemaker and Adult In-Home Care services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 48.59% Federal and 51.41% General Funds.

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

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas

Nicholas A. Toumpas
Commissioner

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



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

This first Amendment to the Adult In Home Care, Home Health Aide, Homemaker and Nursing services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, 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 of New Hampshire, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 464 Chestnut Street, Manchester, NH 03105.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$3,425,314.02.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section V Other Terms and Conditions.

Contractor Initials: *MTM*
Date: *6/10/13*

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



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: MTM
Date: 6/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Child and Family Services of New Hampshire



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Child and Family Services of New
Hampshire

June 10, 2013
Date

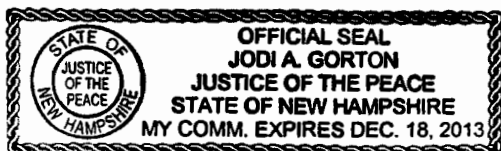
Marilyn T. Mahoney
NAME Marilyn Mahoney
TITLE Chair, Board of Trustees

Acknowledgement:

State of NH, County of Hillsborough on 6-10-13,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Jodi A. Gorton
Name and Title of Notary or Justice of the Peace



Contractor Initials: MP

Date: 6/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Child and Family Services of New Hampshire



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

OFFICE OF THE ATTORNEY GENERAL

1 Jun. 2013
Date

Karen E. Herick
Name: Karen E. Herick
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:

Contractor Initials: MT
Date: 6/10/13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors
- Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	1,930
Home Health Aide Services	Per half hour	\$11.65	2,080
Homemaker	Per half hour	\$7.46	10,400
Nursing	Per half hour	\$22.93	235
Funding: Title XX			
Homemaker	Per half hour	\$7.46	69,036
Adult In Home Care	Per hour	\$13.67	25,559
Adult In Home Care-APS	Per hour	\$15.85	10,980

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542- 500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in

MTM

accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services
The State Agency Name

Child and Family Services of NH
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Marilyn Mahoney
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Marilyn Mahoney
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Chair, Board of Trustees
Title of Authorized Representative

10 June 2013
Date

June 10, 2013
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Trustees of Child and Family Services of NH
(Name of Governing Board) (Name of Corporation)

on May 28, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the Chair, Board of Trustees, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Marilyn Mahoney is the duly elected (Title) Chair of
this corporation and is still qualified and serving in such capacity.

June 10, 2013
(Date)


Michael R. Ostrowski, Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On June 10th, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.


Notary Public/Justice of the Peace

My commission expires:



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 CHILD AND FAMILY SERVICES OF NEW HAMPSHIRE is a New Hampshire nonprofit corporation formed September 25, 1914. 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 2nd day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



Manchester Office Statewide Headquarters
464 Chestnut Street, PO Box 448, Manchester, NH 03105
tel 603-518-4000 fax 603-668-6260
toll free 800-640-6486 www.cfsnh.org

June 10, 2013

Catherine Cormier
Contracts & Procurement
DHHS, State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Ms. Cormier:

We do not have a new Certificate of Insurance. We are in the process of obtaining quotes for the new year. Our current insurance coverage expires July 1, 2013. Our duty will be fulfilled under the contract to provide the required insurance coverage and will provide the State with a Certificate of Insurance proving coverage as soon as it is received.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael R. Ostrowski".

Michael R. Ostrowski
President/CEO



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/4/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Linda Dacey PHONE (A/C No. Ext): (603) 669-3218 FAX (A/C No): (603) 645-4331 E-MAIL: ldacey@crossagency.com ADDRESS:
INSURED Child & Family Services of New Hampshire Po Box 448 Manchester NH 03105	INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Ins Co INSURER B: OBE Insurance Corp INSURER C: Travelers Ins. Co. INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 12-13 Pkg, BA, Prof & Umb REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		PHPK879641	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC						
	A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS		PHPK879641	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Drive other car \$ 1,000,000
		☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS					
A	UMBRELLA LIAB ☒ EXCESS LIAB					EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000	
	DED ☒ RETENTION \$ 10,000		PHUB385665	7/1/2012	7/1/2013		
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	QWC4001064 (3a.) NH All officers included	4/4/2013	4/4/2014	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000	
C	Fidelity & Forgery		104895803	4/1/2013	4/1/2015	Limit: \$200,000	
A	Professional Liability		PHPK879641	7/1/2012	7/1/2013	Aggregate \$2,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Covering operations of the insured.

CERTIFICATE HOLDER

CANCELLATION

DHHS: State of NH
Bureau of Elderly & Adult Services
Attn: Catherine Cormier, Contract Admin
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

Don Lefebvre/JSC

Ronald R. Lefebvre

ACORD 25 (2010/05)

INS025 (201005) 01

© 1988-2010 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Child and Family Services of New Hampshire, Manchester, New Hampshire (Vendor #177166) to provide Adult In-Home Care, Home Health Aide, Homemaker and Nursing services, in an amount not to exceed \$2,249,085.88 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$137,028.51
2013	540-500382	Social Services	\$137,028.51
Subtotal			\$274,057.02

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$452,269.96
2012	543-500385	Adult In Home Care	\$535,244.47
2013	542-500384	Homemaker	\$452,269.96
2013	543-500385	Adult In Home Care	\$535,244.47
Sub-Total			\$1,975,028.86

Total			\$2,249,085.88
-------	--	--	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult In-Home Care, Home Health Aide, Homemaker and Nursing services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult In-Home Care, Home Health Aide, Homemaker and Nursing services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

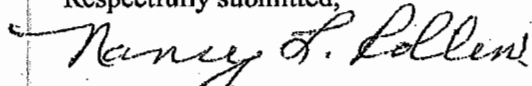
Area served: See attached list of towns/cities served.

Sources of Funds: 49.32% Federal (Administration on Aging and Social Services Block Grant) and 50.68% General Funds.

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

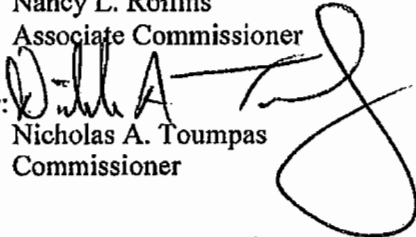
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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



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

This second Amendment to the Transportation services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and City of Nashua, (hereinafter referred to as "the Contractor"), a political subdivision of the State of New Hampshire, with a place of business at 229 Main Street, Nashua, NH 03061-2019.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on May 15, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$337,255.68.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: N
Date: 6/6/13

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



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: DL
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for City of Nashua



This Amendment shall be effective upon 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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

City of Nashua

June 6, 2013
Date

Donna Lee Cozdan
NAME Donna Lee Cozdan
TITLE Mayor

Acknowledgement:

State of NH, County of HILLSBOROUGH on JUNE 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Brenda J. Cloutier Exec Sec'y
Name and Title of Notary or Justice of the Peace
MY COMM. EXP: 1/25/17

Contractor's Initials: DL

Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for City of Nashua



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

OFFICE OF THE ATTORNEY GENERAL

10 Jun, 2013
Date

[Signature]
Name: Jeane P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor's Initials: DL
Date: 6/6/13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Fixed Route	Per one way trip	\$2.12	62,304

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720 000-512-500352

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

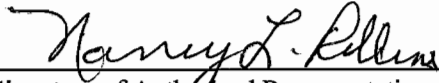
IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

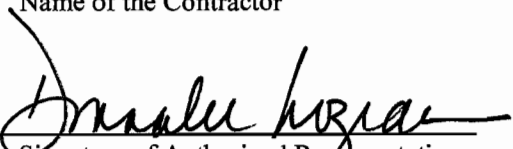
DEPARTMENT OF
HEALTH AND HUMAN SERVICES

The State Agency Name

City of Nashua

Name of the Contractor


Signature of Authorized Representative


Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Donnalee Lozeau
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Mayor
Title of Authorized Representative

7 June 2013
Date

June 6, 2013
Date



City of Nashua

Office of the City Clerk

Paul R. Bergeron
City Clerk

Patricia Piecuch
Deputy City Clerk

229 Main Street
P.O. Box 2019
Nashua, NH 03061-2019

(603) 589-3010
Fax (603) 589-3029
E-Mail: cityclerkdept@NashuaNH.gov

CERTIFICATION

I hereby certify that the attached document is a true and accurate copy of an extract from minutes of a meeting of the Board of Aldermen of the City of Nashua, NH held on May 24, 1994 which was duly called and at which a quorum was present and during which a second reading and final adoption of Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, occurred.

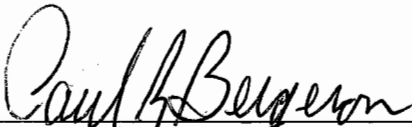
And, further attached is a true and accurate copy of said Resolution-94-36, *Relative to Agreements with the New Hampshire Department of Health and Human Services*, which provides that "the Mayor be authorized to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire Department of Health and Human Services, Division of Elderly and Adult Services, to provide transportation services in the City of Nashua and the Towns of Hudson and Merrimack, and to sign and execute such acceptances and contracts, and contract amendments; and any related documents requested by the Division of Elderly and Adult Services; this authorization to continue until revoked by the Board of Aldermen."

I certify the foregoing vote is still in effect and has not been revoked, rescinded or modified.

I further certify that Donnalee Lozeau is the duly elected Mayor of the City of Nashua and is still qualified and serving in such capacity.

WITNESS my hand and the seal of the said City of Nashua, New Hampshire, this 6th day of June 2013.

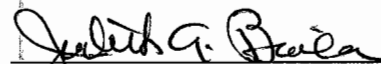
A true copy.
Attest:


Paul R. Bergeron, City Clerk

STATE OF NEW HAMPSHIRE
COUNTY OF HILLSBOROUGH

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk of the Municipality identified in the foregoing certificate, and acknowledge that he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Notary Public/Justice of the Peace

JUDITH A. BOILEAU
Notary Public - New Hampshire
My Commission Expires August 22, 2017

A regular meeting of the Board of Aldermen was held Tuesday, May 24, 1994 at 8:00 P.M. in the Aldermanic Chamber.

President Joyce L. Arel presided; Clerk of the Board of Aldermen Eleanor Benson recorded.

Prayer was offered by City Clerk Eleanor Benson with Ward Five Alderman Brian McCarthy leading in the Pledge to the Flag.

The roll call was taken with the fifteen Members of the Board of Aldermen present.

His Honor Mayor Rob Wagner was absent; City Corporation Counsel Mark Bennett was in attendance.

MOTION BY ALD. HERSH THAT THE RULES BE SO FAR SUSPENDED TO CONSIDER RESOLUTION 94-38 WHICH APPEARS ON THIS AGENDA UNDER NEW BUSINESS. MOTION CARRIED

R-94-38

Endorsers: Mayor Rob Wagner
Ald. Katherine Hersh

EXTENDING CONGRATULATIONS TO THE NASHUA AQUA Y's SYNCHRONIZED SWIMMING TEAM

given its first reading.

ALDERMAN HERSH MOVED THAT THE RULES BE SO FAR SUSPENDED TO PERMIT THE SECOND READING OF RESOLUTION 94-38 AND THAT THIS RESOLUTION BE READ IN ITS ENTIRETY. MOTION CARRIED

RESOLUTION 94-38 GIVEN ITS SECOND READING, READ IN ITS ENTIRETY BY THE CITY CLERK

ALDERMAN HERSH MOVED FOR FINAL PASSAGE OF RESOLUTION 94-38. MOTION CARRIED

President Arel declared Resolution 94-38 adopted.

Certificates of Appreciation were presented to the Team Members and to the Coaches by President Arel with the help of Alderman-at-Large Katherine Hersh.

ALDERMAN HERSH MOVED TO RETURN TO THE REGULAR ORDER OF BUSINESS. MOTION CARRIED

READING MINUTES OF PREVIOUS MEETING AND PUBLIC HEARING ALDERMAN

R-94-36

Endorsers: Mayor Rob Wagner
Ald. Victor C. DuVarney, Jr.

RELATIVE TO AGREEMENTS WITH THE NEW HAMPSHIRE DEPARTMENT
OF HEALTH AND HUMAN SERVICES

given its second reading.

ALDERMAN DUVERNEY MOVED FOR FINAL PASSAGE OF RESOLUTION 94-36.
MOTION CARRIED

President Arel declared Resolution 94-36 adopted.

ORDINANCES

O-94-20

Endorser: Ald. Thomas W. Grant

TO DELETE A TWO HOUR PARKING ZONE ON THE WEST SIDE OF SPRUCE
STREET

given its second reading.

ALDERMAN GRANT MOVED FOR FINAL PASSAGE OF ORDINANCE 94-20.

ON THE QUESTION

Alderman Grant

"This and the next three ordinances pertain to Spruce Street. This and the next two are general procedures to delete certain no parking zones so O-94-32 establishing a no parking zone can be established."

MOTION CARRIED

President Arel declared Ordinance 94-20 adopted.

O-94-21

Endorser: Ald. Thomas W. Grant

TO DELETE A TWO HOUR PARKING 6:00 A.M. TO 6:00 P.M. ZONE ON
THE WEST SIDE OF SPRUCE STREET

given its second reading.

ALDERMAN DUVERNEY MOVED FOR FINAL PASSAGE OF ORDINANCE 94-21.
MOTION CARRIED

did this before, and out of that they raised eighteen thousand dollars, almost all of it from Massachusetts.

Next Saturday is our annual City auction, bring your wallets and checkbooks. I will be auctioneering from ten to eleven in back of City Hall."

Alderman Hatch

"I wanted to respond very quickly to two comments made earlier. The first I wholeheartedly support which is the Parliamentary Procedure. It is something that I think is critical for this Board to start paying attention to. I have not been happy recently with what I think has been a somewhat cavalier attitude about the Rules which is, this Board can set whatever rules we want. We adopted Mason's, there is a reason why we have these Rules before us to follow and that is so that we don't have a circus like we had tonight. To be told when we raise a point of Parliamentary procedure or we question whether or not something is appropriate, that we can set whatever rules we want. It makes a mockery of the fact that we have these rules to guide us in the first place. This is not the first night that we have had difficulty with Parliamentary Procedure and it is not the first time that those concerns and complaints have been swept aside as if they did not matter. I don't like it, I have been very uncomfortable with it for a while, and I would be more than happy to attend any kind of meeting that we have on Parliamentary Procedure."

Alderman Tollner commended the Lions Club on the work they did for the Broderick family who live in Ward One.

Other comments did not record well.

ADJOURNMENT

ALDERMAN DUVARNEY MOVED THAT THE MAY 24, 1994 MEETING OF THE BOARD OF ALDERMEN BE ADJOURNED.
MOTION CARRIED

The meeting was declared adjourned at 10:35 P.M.

Attest:

Eleanor Benson, City Clerk



RESOLUTION

RELATIVE TO AGREEMENTS WITH THE NEW HAMPSHIRE DEPARTMENT OF HEALTH AND HUMAN SERVICES

CITY OF NASHUA

In the Year of Our Lord One Thousand Nine Hundred and Ninety-four

RESOLVED. By the Board of Aldermen of the City of Nashua

WHEREAS, the City may apply for funds to provide transit services under the Older Americans Act;

WHEREAS, there is a demand for such services; and

WHEREAS, City has the capacity to provide such service;

NOW THEREFORE, the Mayor be authorized to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire Department of Health and Human Services, Division of Elderly and Adult Services, to provide transportation services in the City of Nashua and the Towns of Hudson and Merrimack, and to sign and execute such acceptances and contracts, and contract amendments, and any related documents requested by the Division of Elderly and Adult Services; this authorization to continue until revoked by the Board of Aldermen.

Client#: 246984

NASHUACITY

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/06/2013

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

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

PRODUCER HUB International New England 299 Ballardvale St Wilmington, MA 01887 978 657-5100		CONTACT NAME: PHONE (A/C, No, Ext): 978 657-5100 FAX (A/C, No): 978-988-0038 E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE INSURER A : American Alternative Ins Corp	NAIC # 19720
INSURED City of Nashua 229 Main St PO Box 2019 Nashua, NH 03061		INSURER B : MidWest Employers 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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ BI/PD Ded:300000 GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			N1A2RL0000005	07/01/2010	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000			N1A2UM000000504	07/01/2010	07/01/2013	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	EWC005001	07/01/2012	07/01/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$

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

RE: BEAS Grant Funding

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire Bureau of
 Elderly & Adult Services
 Attn: Catherine Cormier 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

Michael A. Chapman

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

March 28, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023712) with City of Nashua, 229 Main Street, New Hampshire (Vendor #157569) to provide transportation services by transferring Transportation service units from demand to fixed route with no change to the total price limitation, effective October 1, 2012 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #201). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
2013	512-500352	Transportation	\$102,585.60	\$0.00	\$102,585.60
Total			\$205,171.20	\$0.00	\$205,171.20

EXPLANATION

Under the terms of this agreement the City of Nashua's Nashua Transit System provides transportation services to seniors. Funding to support these services is provided under the Older Americans Act. There are two types of transportation services provided: on demand transportation and fixed route (bus) transportation. The agreement provides funding for a fixed number of services (defined as units of service) for each type of transportation. This amendment is identified as retroactive because it transfers available on demand transportation units of service to fixed route units of service effective October 1, 2012 and is being submitted retroactively due to a Bureau of Elderly and Adult Services' oversight.

The site review conducted by the Bureau of Elderly and Adult Services revealed that the Nashua Transit System was charging a fare for on demand transportation, contrary to Title III of the Older Americans Act that prohibits charging a fee or a fare for services. Nashua Transit System determined that it could not continue on

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 28, 2013
Page 2

demand services without the fare charged to seniors. That being the case, the Transit System could no longer invoice the Bureau for on demand services. However, the Transit System does not charge a fare for fixed route bus transportation to seniors who redeem vouchers that are distributed free of charge to senior housing facilities. By transferring unused on demand transportation units of service to fixed route units of service, the Nashua Transit System will be able to provide more senior riders uninterrupted service. These additional units of service for bus transportation allow seniors to attend doctor appointments, meals sites, shopping and a connection to their community, in compliance with the Older Americans Act.

Should the Governor and Council determine to not authorize to amend this existing Agreement, seniors will have less access to services such as, but not limited to, doctor appointments, pharmacy, shopping, and congregate meal sites. Less access means less independence for seniors and greater isolation from their communities.

City of Nashua, New Hampshire's original contract, approved by Governor and Executive Council on June 22, 2011 (item #201), for transportation services was awarded based on a competitive bid process. A Request for Proposals was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for City of Nashua is attached.

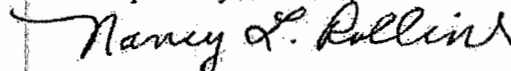
Bureau of Elderly and Adult Services established performance measures to determine that these services were beneficial to the State and seniors by enabling them to remain in their homes and communities and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. Because their recent site review revealed that the City of Nashua's Nashua Transit System could not sustain the on demand transportation utilizing Administration on Aging Title III funding through the Bureau of Elderly and Adult Services, the Bureau agreed with the City of Nashua's Nashua Transit System that focusing the Title III funding provided through this contract on fixed route transportation only, Nashua Transit System will be able to provide for more senior riders and be in compliance with the Older Americans Act.

Area served: See attached list of towns/cities served.

Source of Funds: 57.62% Federal (Administration on Aging) and 42.38% General Funds.

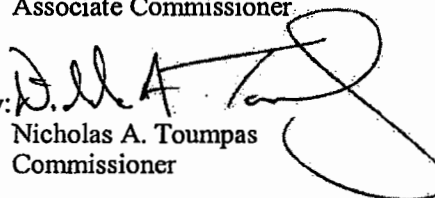
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with City of Nashua, New Hampshire, (Vendor #157569) to provide Transportation, in an amount not to exceed \$205,171.20 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$102,585.60
2013	512-500352	Transportation	\$102,585.60
Total			\$205,171.20

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

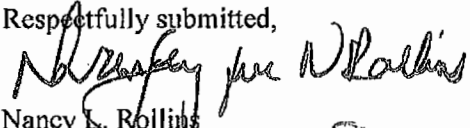
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

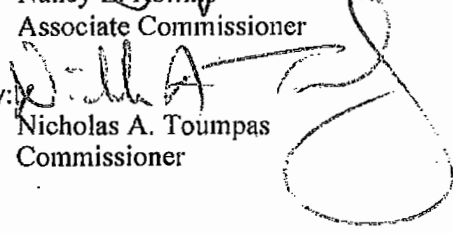
Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

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

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Partnership of Strafford County**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Partnership of Strafford County**

This first Amendment to the Transportation services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Partnership of Strafford County, formerly Strafford County Community Action Committee, Inc. (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 270 County Farm Road, Dover, NH 03821.

WHEREAS the Strafford County Community Action Committee, Inc. changed the legal name of the corporation to Community Action Partnership of Strafford County as referenced in an Affidavit of Amendment filed with the New Hampshire Secretary of State on September 15, 2011; and

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";

a) Delete:

Block 1.3 Contractor Name:

Strafford County Community Action Committee, Inc.

Replace with:

Block 1.3 Contractor Name:

Community Action Partnership of Strafford County

Contractor's Initials: EAP
Date: 6/5/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Partnership of Strafford County**



- b) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - c) Change Price Limitation in Block 1.8 of the P-37 to read \$136,646.44.
- 2) Amendment and modification of Exhibit A:
- a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.
- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
- a) Add Paragraph #4:
 - 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 - 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: EAP
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Partnership of Strafford County



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Community Action Partnership of Strafford
County

6/5/2013
Date

EA Andrew Parker
NAME Betsey Andrews Parker
TITLE Executive Director

Acknowledgement:

State of NH, County of Strafford on 6/5/2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Jennifer L. Letson
Name and Title of Notary or Justice of the Peace



Contractor's Initials: EAP
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Partnership of Strafford County



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

James E. Herlihy
Name: James E. Herlihy
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:

Contractor's Initials: SAP
Date: 6/5/13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	7,406

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services

The State Agency Name

Community Action Partnership
Of Strafford County

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Elle Anders Parker

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Betsy Andrews Parker

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Executive Director

Title of Authorized Representative

6 June 2013

Date

6/5/2013

Date

CERTIFICATE OF VOTE
(Corporate Authority)

I, **Amy Michaels**, Clerk/Secretary of **Community Action Partnership of Strafford County**. (hereinafter the "Corporation"), a New Hampshire corporation, hereby certify that:

- (1) I am that duly elected and acting Clerk/Secretary of the Corporation;
- (2) I maintain and have custody and am familiar with the minute books of the Corporation;
- (3) I am duly authorized to issue certificates with respect to the contents of such books;
- (4) That the Board of Directors of the Corporation have authorized, on **November 20, 2012**, such authority to be in force and effect until June 30, 2014 the person(s) holding the below listed position(s) are authorized to execute and deliver contracts on behalf of the Corporation any contract or other instrument for sale of products and services:

<u>Betsey Andrews Parker</u>	<u>Executive Director</u>
<u>Mark Rideout</u>	<u>Board Chairperson</u>
_____	_____

- (5) The meeting of the Board of Directors was held in accordance with New Hampshire law and the by-laws of the Corporation; and
- (6) Said authorization has not been modified, amended or rescinded and continues in full force and effect as of the date hereof.

IN WITNESS WHEREOF, I have hereunto set my hand as the Clerk/Secretary of the Corporation this 5 day of June, 2013.

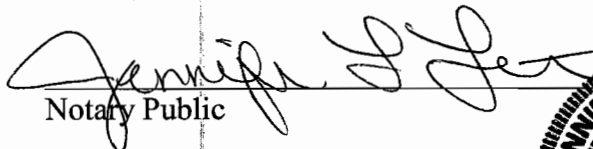


Clerk/Secretary

STATE OF NEW HAMPSHIRE
COUNTY OF ***Strafford***

On this the 5 day of June, 2013, before me, Jennifer L. Letson, the undersigned Officer, personally appeared, Amy Michaels, who acknowledged her/himself to be the Secretary of Community Action of Strafford County a corporation, and that she/he as such Secretary being authorized to do so, executed the foregoing instrument for the purposed therein contained.

IN WITNESS THEREOF, I hereunto set my hand and official seal.



Notary Public

My Commission expires: 9/9/2014



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 Community Action Partnership of Strafford County is a New Hampshire nonprofit corporation formed May 25, 1965. 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 3rd day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

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

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

PRODUCER CGI Insurance PO Box 1260 North Hampton NH 03862	CONTACT NAME: Kathleen M. Flibotte, CISR PHONE (A/C, No, Ext): 603.898.6500 FAX (A/C, No): 603.870.9444 E-MAIL: kflibotte@dbwarlick.com ADDRESS: PRODUCER CUSTOMER ID #:
INSURED Community Action Partnership of Strafford County & CAP of Strafford County Head Start, PO Box 160 Dover NH 038211060	INSURER(S) AFFORDING COVERAGE INSURER A: Pearless Insurance Company INSURER B: Travelers Indemnity Co INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER: 12/13 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	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		CBP8935364	12/31/2012	12/31/2013	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
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					\$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS		BA8938564	12/31/2012	12/31/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	UMBRELLA LIAB ☒ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE A ☒ RETENTION \$ 10,000		CU8939364	12/31/2012	12/31/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
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 ☐ N/A	6KUB5B34239-1-12	12/31/2012	12/31/2013	☒ WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000
A	Errors & Omissions Liability		CBP8935364	12/31/2012	12/31/2013	Limit: \$1,000,000/\$1,000,000 Deductible: 1000

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

Workers Compensation Coverage - STATUTORY STATE: NH The following Officers have not elected coverage under the Workers Compensation: Mark Rideout President, Carol Garlough VP, Jennifer Soldati Treas

CERTIFICATE HOLDER**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

Edward Young/KF



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Strafford County Community Action Committee, Farmington, New Hampshire (Vendor #177200) to provide Transportation services, in an amount not to exceed \$94,136.00, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$47,068.00
2013	512-500352	Transportation	\$47,068.00
Total			\$94,136.00

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 2

Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

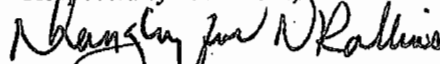
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

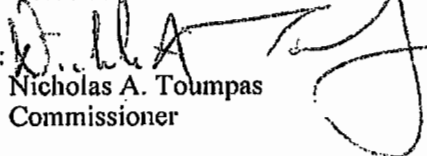
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Program
Belknap-Merrimack Counties, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Program Belknap-Merrimack Counties, Inc.**

This first Amendment to the Nutrition, Senior Companion Program and Transportation services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Community Action Program Belknap-Merrimack Counties, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 2 Industrial Park Drive, Concord, NH 03302.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$4,907,186.93.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section V Other Terms and Conditions.

Contractor Initials: 
Date: 6/19/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Program
Belknap-Merrimack Counties, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: 
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Program
Belknap-Merrimack Counties, Inc.



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Community Action Program Belknap-
Merrimack Counties, Inc.

6/6/13
Date

Ralph Littlefield
NAME Ralph Littlefield
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or ~~Justice of the Peace~~

Elaine N. Roundy
Name and Title of Notary or Justice of the Peace

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016

Contractor Initials:

Date: 6/10/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Community Action Program
Belknap-Merrimack Counties, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

Jeanna P. Herrick
Name: Jeanna P. Herrick
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:

Contractor Initials: *RQ*

Date: 6/6/13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	48,345
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	90,528
Nutrition Services: Congregate Meals	Per meal	\$4.90	56,339
Funding: General Funds			
Senior Companion	Cost Reimbursement	\$28,732.75	1
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	84,032
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	14,620
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	1,500

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Senior Companion	General Funds	State of NH	N/A	05-95-48-481010-90100000-102-500731

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult

Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

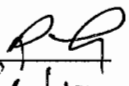
All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

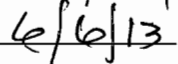
16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

Contractor Initials: 

Date: 

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services

The State Agency Name

Community Action Program
Belknap-Merrimack Counties, Inc.

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Ralph Littlefield

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Ralph Littlefield

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

Executive Director

Title of Authorized Representative

6 June 2013

Date

6/6/13

Date

Community Action Program
Belknap-Merrimack Counties, Inc.

(Name of Corporation)

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting of

Board of Directors

(Name of Governing Board)

Community Action Program
of Belknap-Merrimack Counties, Inc.
(Name of Corporation)

on September 20, 2012 which was duly called at which a
quorum was (see attached)

present:

"On motion duly made and seconded, it was voted to authorize the

Executive Director, to accept grants and awards and enter into contracts,
and contract amendments from time to time with the Bureau of Elderly and Adult Services
to sign and otherwise fully execute such acceptances and contracts, and contract
amendments or modifications thereto, and any related documents requested by the Bureau
of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)

Ralph Littlefield is the duly elected (Title) Executive Director of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Dennis T. Martino
Secretary
Dennis T. Martino

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On June 6, 2013, before the undersigned officer
personally appeared the person identified in the foregoing certificate, known to me (or
satisfactorily proven) to be the Clerk/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 N. Roundy
Notary Public/Justice of the Peace

Date of expiration:

ELAINE N. ROUNDY, Notary Public
My Commission Expires August 24, 2016

COMMUNITY ACTION PROGRAM
BELKNAP-MERRIMACK COUNTIES, INC.

CORPORATE RESOLUTION

The Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. authorizes the Executive Director, Deputy Director, Chief Accountant, President, Vice-President(s) or Treasurer of the Agency to sign contracts and reports with the State of New Hampshire, Departments of the Federal Government, which include all federal #269 and #272 Forms, and public or private nonprofit agencies *including, but not limited to, the following:*

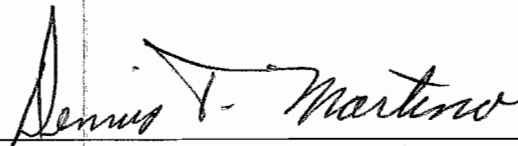
- Department of Administrative Services for food distribution programs
- Department of Education for nutrition programs
- Department of Health and Human Services
 - Bureau of Elderly and Adult Services for elderly programs
 - Bureau of Homeless and Housing Services for homeless/housing programs
 - Division of Children, Youth, and Families for child care programs
 - Division of Family Assistance for Community Services Block Grant
 - Division of Public Health Services for public health programs
- Department of Justice for child advocacy/therapy programs
- Department of Transportation-Public Transportation Bureau for transportation programs
- Public Utilities Commission for utility assistance programs
- Workforce Opportunity Council for employment and job training programs
- Department of Resources and Economic Development
- Governor's Office of Energy and Planning for Head Start, Low Income Energy Assistance, Weatherization and Block Grant programs
- New Hampshire Community Development Finance Authority
- New Hampshire Housing Finance Authority
- New Hampshire Secretary of State
- U. S. Department of Housing and Urban Development
- U. S. Department of the Treasury – Internal Revenue Service
- and other departments and divisions as required

This Resolution authorizes the signing of all supplementary and subsidiary documents necessary to executing the authorized contracts as well as any modifications or amendments relative to said contracts or agreements.

This Resolution was approved by the Board of Directors of Community Action Program Belknap-Merrimack Counties, Inc. on September 20, 2012, and has not been amended or revoked and remains in effect as of the date listed below.

June 6, 2013

Date



Dennis T. Martino
Secretary/Clerk

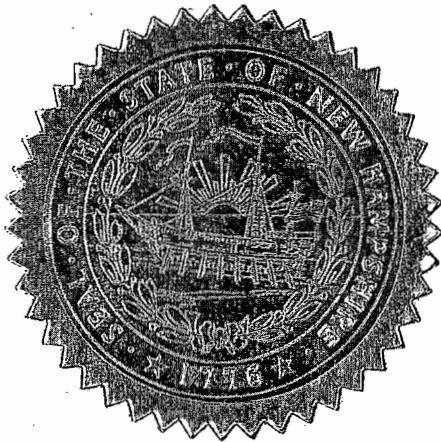
SEAL

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 COMMUNITY ACTION PROGRAM BELKNAP AND MERRIMACK COUNTIES, INC. is a New Hampshire nonprofit corporation formed May 28, 1965. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/29/2013

PRODUCER (603) 669-3218 FAX: (603) 645-4331
Ferdinando Insurance Assoc. Inc.
Laura Perrin
637 Chestnut Street
Manchester NH 03104

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

INSURED
Community Action Program
Belknap-Merrimack Counties Inc.
P.O. Box 1016
Concord NH 03302

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Arch Insurance Company

INSURER B: Liberty Mutual Ins Co

INSURER C: Hanover Insurance Co

INSURER D: N.H.M.M. JUA

INSURER E:

18058

COVERAGES

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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY				EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☐ CLAIMS MADE ☒ OCCUR	NCPKG02266000	6/17/2012	6/17/2013	MED EXP (Any one person) \$ 5,000
			6/17/2013	6/17/2014	PERSONAL & ADV INJURY \$ 1,000,000
					GENERAL AGGREGATE \$ 2,000,000
					PRODUCTS - COMP/OP AGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:				
	☐ POLICY ☐ PRO-JECT ☒ LOC				
A	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO	NCAUT0226600	6/17/2012	6/17/2013	BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS		6/17/2013	6/17/2014	BODILY INJURY (Per accident) \$
	☐ SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	☐ HIRED AUTOS				
	☐ NON-OWNED AUTOS				
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT \$
	☐ ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY: AGG \$
A	EXCESS / UMBRELLA LIABILITY				EACH OCCURRENCE \$ 5,000,000
	☒ OCCUR ☐ CLAIMS MADE				AGGREGATE \$ 5,000,000
	☐ DEDUCTIBLE	NCUMB02266000	6/17/2012	6/17/2013	\$
	☒ RETENTION \$ 10,000		6/17/2013	6/17/2014	\$
					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	WCJZ91446010011			☒ WC STATUTORY LIMITS ☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	(3a.) NH	6/17/2012	6/17/2013	E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under SPECIAL PROVISIONS below	All officers included	6/17/2013	6/17/2014	E.L. DISEASE - EA EMPLOYEE \$ 500,000
					E.L. DISEASE - POLICY LIMIT \$ 500,000
A	OTHER Directors & Officers	PHSD727025	4/1/2013	4/1/2014	\$1,000,000
C	Blanket Crime	BDV1649128	3/27/2013	3/27/2014	400,000
D	Professional	NHJUA11882	12/30/2012	12/30/2013	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

NH Dept of Health & Human Services
Bureau of Elderly & Adult Services
129 Pleasant Street, Brown Bld
Concord, NH 03301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Laura Perrin/KS5



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Community Action Program Belknap and Merrimack Counties, Inc., Concord, New Hampshire (Vendor #177203) to provide Nutrition, Transportation, and Senior Companion services, in an amount not to exceed \$3,309,830.18, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$249,414.48
2012	541-500383	Meals-Home Delivered/Congregate	\$843,314.22
2013	512-500352	Transportation	\$249,414.48
2013	541-500383	Meals-Home Delivered/Congregate	\$843,314.22
Sub-Total			\$2,185,457.40

05-95-48-481010-9010 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, VOLUNTEER ACTIVITIES

Fiscal Year	Class/Object	Class Title	Amounts
2012	102-500731	Contracts for Program Services	\$28,732.75
2013	102-500731	Contracts for Program Services	\$28,732.75
Sub-Total			\$57,465.50

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals - Home Delivered	\$533,453.64
2013	544-500386	Meals - Home Delivered	\$533,453.64
Sub-Total			\$1,066,907.28
Total			\$3,309,830.18

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals will be able to maintain their health, independence and quality of life. Senior Companion services provide opportunities for individuals age fifty-five (55) and older to serve as volunteers for the betterment of themselves and their community. The companion volunteers benefit from participation in a rewarding and worthwhile experience and from a small stipend and travel reimbursement, while the homebound elderly and disabled adults benefit from supportive services such as providing assistance with daily living tasks, respite and socialization

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract. In addition, Senior Companion programs eligible for federal funds from the Corporation for National and Community Service will receive funding.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

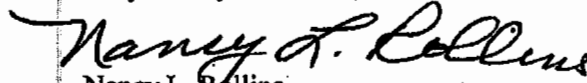
client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 53.57% Federal (Administration on Aging and Social Services Block Grant) and 46.43% General Funds.

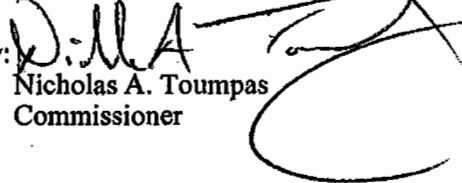
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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



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

This second Amendment to the Adult In-home Care, Health Screening and Homemaker services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, 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, formerly Rochester District Visiting Nurse Association, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, 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 June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on April 17, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$371,245.54.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section V Other Terms and Conditions.

Contractor's Initials: *AK*

Date: *6/13*

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



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: *JK*
Date: *10/1/13*

State of New Hampshire
Department of Health and Human Services
Amendment #2 for CornerStone VNA



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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

CornerStone VNA

6/6/13
Date

Julie A. Reynolds CEO
NAME Julie A. Reynolds
TITLE Chief Executive Officer

Acknowledgement:

State of NH, County of Strafford on June 6 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Joy M. Smith
Name and Title of Notary or Justice of the Peace
My commission expires: 5/9/17

Contractor's Initials: JK
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for CornerStone VNA



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

OFFICE OF THE ATTORNEY GENERAL

10 JUN. 2013
Date

Jeane P. Herrick
Name: Jeane P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor's Initials: *gn*
Date: 6/6/13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Health Screening	Per hour	\$16.85	116
Funding: Title XX			
Homemaker	Per half hour	\$7.46	5,932
Adult In Home Care	Per hour	\$13.67	3,496
Adult In Home Care-APS	Per hour	\$15.85	874

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
The State Agency Name

Cornerstone VNA
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Julie A. Reynolds CEO
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Julie A. Reynolds
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Chief Executive Officer
Title of Authorized Representative

7 June 2013
Date

6/6/2013
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting
of Board of Directors of Cornerstone VNA
(Name of Governing Board) (Name of Corporation)
on March 21, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize
the Chief Executive Officer, to accept grants and awards and enter into contracts, and contract
amendments from time to time with the New Hampshire Department of Health and Human Services,
Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise
fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any
related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Julie Reynolds is the duly elected (Title) Chief Executive Officer of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Gene Henderson
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On June 6 2013, 2013, before the undersigned officer personally
appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the
Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that ^s he
executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Joy M. Smith
Notary Public/Justice of the Peace

My commission expires: 5/9/17

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 formed January 4, 1967. I further certify that it is in good standing as far as this office is concerned, having 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 6th day of June, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



UNDERSTAND. SERVICE. INNOVATE.

December 18, 2012

USI New England
5 Bedford Farms Drive
Suite 200
Bedford, NH 03110
www.usi.biz
Phone: 603.625.1100
Toll-free: 800.639.4671
Fax: 603.625.1107

Linda Hotchkiss
CornerStone VNA
178 Farmington Road
Rochester, NH 03867

RE: Policy Number WCA00539901
Effective 7/1/2012 to 7/1/2013
Policy Insurer ~~Atlantic Charter Insurance Company~~

We are enclosing an endorsement to your Workers Compensation policy that confirms the following change:

Amending the Named Insured to read: CornerStone VNA

Please keep this endorsement with your policy. If you have questions regarding the endorsement, please contact your Account Manager, Brenda Buck CPCU, CIC, CPIW.

We appreciate your confidence in USI and look forward to serving you again soon.

WORKERS' COMPENSATION AND EMPLOYERS LIABILITY INSURANCE POLICY
Information Page **WC 00 00 01**

Atlantic Charter Insurance Company

CCI Co. No.: 29211

Policy Number: WCA00539901
Prior Policy Number: WCA00539900

1. INSURED:

Rochester District VNA

178 Farmington Road
Rochester, NH 03867

Federal ID Number: 020231026
Risk ID Number: 280167835

Business Type: Non-Profit

Other Named Insured:

SIC: 999999 NONCLASSIFIABLE ESTABLISHMENTS
Other Work Places:

Producer:
USI Insurance Services of
New England, Inc.
5 Bedford Farms Drive, Suite
200

2. POLICY PERIOD: The Policy Period Is From: 7/1/2012 To 7/1/2013 12:01 A.M. Standard Time
at The Insured Mailing Address

3. COVERAGES:

- A. Workers Compensation Insurance: Part One of the policy applies to the Workers Compensation Law of the states listed here: NH
- B. Employers Liability Insurance: Part Two of the policy applies to work in each state listed in item 3A. The limits of our liability under Part Two are:
- | | | |
|---------------------------|--------------|---------------|
| Bodily Injury by Accident | \$ 1,000,000 | each accident |
| Bodily Injury by Disease | \$ 1,000,000 | policy limit |
| Bodily Injury by Disease | \$ 1,000,000 | each employee |
- C. Other States Insured: Part Three of the policy applies to the states, if any, listed here:

All states except Monopolistic State Fund States

- D. This policy includes these endorsements and schedules:

See WCE105

4. COVERAGES: *The premium for this policy will be determined by our Manual of Rules, Classifications, Rates & Rating Plans. All information required below is subject to verification and change by audit.*

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
-----------------	----------	---	--------------------------------------	--------------------------------

See WC 00 00 01

Minimum Premium: \$600
Deposit Premium: \$21,218

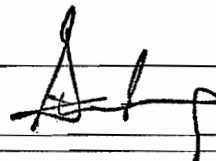
Interim Adjustment: Annually

Servicing Office:
25 New Chardon Street
Boston, MA 02114-4721

Total Estimated Premium \$84,871

Issue Date 06/19/2012

Countersigned By:



Date 6-19-12



ROCHDIS-01

DDUPUIS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/28/2013

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

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

PRODUCER USI Insurance Services LLC PO Box 406 Portland, ME 04112	CONTACT NAME: Danielle Dupuis	FAX (A/C, No): (877) 775-0110	
	PHONE (A/C, No, Ext): (800) 723-2877	E-MAIL ADDRESS: Danielle.Dupuis@usi.biz	
INSURED CornerStone VNA 178 Farmington Road Rochester, NH 03867	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Philadelphia Indemnity Insurance Company		18058
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
INSURER F:			

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		PHPK886532	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	☒ CLAIMS-MADE ☐ OCCUR					MED EXP (Any one person) \$ 5,000
	☒ EBL \$1M/\$1M					PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PROJECT ☐ LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	☒ UMBRELLA LIAB	☐ OCCUR	PHUB387748	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000
	☐ EXCESS LIAB	☒ CLAIMS-MADE				AGGREGATE \$ 2,000,000
	DED ☒ RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	☐ Y ☐ N				WC STATUTORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ N/A				E.L. EACH ACCIDENT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE \$
A	Prof Liability		PHPK886532	7/1/2012	7/1/2013	Each Incident 1,000,000
A	Prof Liability		PHPK886532	7/1/2012	7/1/2013	Aggregate 3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

Department of Health & Human Services of NH
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

USI Insurance
Services LLC

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

March 13, 2013

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

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order #1023676) with Rochester Rural District Visiting Nurse Association, Rochester, New Hampshire (Vendor #154189) to provide Adult Medical Day, Adult In-Home Care, Homemaker, and Health Screening services, by changing Contractor Name from Rochester Rural District Visiting Nurse Association to CornerStone VNA, terminating scope of services for Adult Medical Day services, and decreasing the price limitation by \$12,186.00 from \$275,581.00 to \$263,395.00, effective upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #226). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

2) Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order #1023681) with The Homemakers Health Services, Rochester, New Hampshire (Vendor #154849) to provide Adult Medical Day, Adult In-Home Care, Home Health Aide, Homemaker, Nursing and Transportation services by increasing the number of Adult Medical Day units by transferring units from CornerStone VNA, transferring Transportation Demand Route units to Transportation Medical Trip units, and increasing the price limitation by \$10,155.00 from \$1,913,960.00 to \$1,924,115.00, effective upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #215). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

The following tables are relative to Requested Action #1, Rochester Rural District Visiting Nurse Association.
Funds are available in the following accounts in State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	540-500382	Social Services	\$ 2,190.50	\$0.00	\$ 2,190.50
2013	540-500382	Social Services	\$ 2,190.50	\$0.00	\$ 2,190.50
Sub-Total			\$ 4,381.00	\$0.00	\$ 4,381.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 44,760.00	\$0.00	\$ 44,760.00
2012	543-500385	Adult In Home Care	\$ 70,530.00	\$0.00	\$ 70,530.00
2012	566-500918	Adult Group Day Care	\$ 20,310.00	\$0.00	\$ 20,310.00
2013	542-500384	Homemaker	\$ 44,760.00	\$0.00	\$ 44,760.00
2013	543-500385	Adult In Home Care	\$ 70,530.00	\$0.00	\$ 70,530.00
2013	566-500918	Adult Group Day Care	\$ 20,310.00	(\$12,186.00)	\$ 8,124.00
Sub-Total			\$ 271,200.00	(\$12,186.00)	\$ 259,014.00
Total			\$ 275,581.00	(\$12,186.00)	\$ 263,395.00

The following tables are relative to Requested Action #2, The Homemakers Health Services.
Funds are available in the following accounts in State Fiscal Years 2012 and 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$130,993.00	\$0.00	\$130,993.00
2012	540-500382	Social Services	\$ 49,239.30	\$0.00	\$ 49,239.30
2013	512-500352	Transportation	\$130,993.00	\$0.00	\$130,993.00
2013	540-500382	Social Services	\$ 49,239.30	\$0.00	\$ 49,239.30
Sub-Total			\$360,464.60	\$0.00	\$360,464.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$268,560.00	\$0.00	\$268,560.00
2012	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2012	566-500918	Adult Group Day Care	\$ 44,005.00	\$0.00	\$ 44,005.00
2013	542-500384	Homemaker	\$268,560.00	\$0.00	\$268,560.00
2013	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2013	566-500918	Adult Group Day Care	\$ 44,005.00	\$10,155.00	\$ 54,160.00
Sub-Total			\$1,553,495.40	\$10,155.00	1,563,650.40
Total			\$1,913,960.00	\$10,155.00	\$1,924,115.00

EXPLANATION

Relative to Requested Action #1, Rochester Rural District Visiting Nurse Association.

The purpose of this Requested Action is to amend an existing Agreement with Rochester Rural District Visiting Nurse Association to change the Contractor Name to CornerStone VNA, to terminate scope of services for Adult Medical Day due to closure of the program on March 6, 2013, and based on this closure decrease units of services for Adult Medical Day through June 30, 2013. CornerStone VNA notified the Bureau of Elderly and Adult Services, in an email dated December 21, 2012 that the agency would be closing their Adult Day Center on March 6, 2013, and would no longer provide Adult Medical Day services to the two (2) clients being served under this contract. These clients are being transitioned to The Homemakers Health Services to continue receiving Adult Medical Day services through June 30, 2013. These direct care social services will allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life. As a result of this action, the Bureau of Elderly and Adult Services is submitting for Governor and Executive Council approval, a contract amendment with The Homemakers Health Services in Rochester to serve these clients in Strafford County (see Requested Action #2).

Should the Governor and Executive Council determine to not authorize this contract amendment, funding for Requested Action #2 will not be available and the Adult Medical Day services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home within the community. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or other community based care programs.

Rochester Rural District Visiting Nurse Association's original contract, approved by Governor and Executive Council on June 22, 2011 (item #226), was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for Rochester Rural District Visiting Nurse Association is attached (See Attachment #1).

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the

client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that the Contractor has performed satisfactorily.

Area served: See Attachment #3 for the list of towns/cities served.

Sources of Funds: 48.32% Federal (Administration on Aging and Social Services Block Grant) and 51.68% General Funds.

Relative to Requested Action #2, The Homemakers Health Services.

The purpose of Requested Action #2 is to increase Adult Medical Day units to provide services to two (2) clients transferring from Rochester Rural District Visiting Nurse Association, as identified above. With an immediate need to find another provider pending closure of their Adult Day Center, Rochester Rural District Visiting Nurse Association approached The Homemaker Health Services to continue to provide Adult Medical Day services to these two clients in Strafford County. The Homemaker Health Services agreed to provide services to these clients during a transitional period through June 30, 2013, contingent upon availability of additional funding from the Bureau of Elderly and Adult Services.

Additionally, this Requested Action is to transfer transportation- demand route units to transportation - medical trip units within the funding contracted for these services due to an increase in client requests for medical trip transportation and a decrease in demand response transportation requests. The contractor does not anticipate that overall client usage will be impacted by this redistribution of transportation services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Adult Medical Day is a community-based service that supports an elderly and/or disabled adult's ability to maintain him/herself in his/her community. Transportation services allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The Homemakers Health Services' original contract, approved by Governor and Executive Council on June 22, 2011 (item #215), was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for The Homemakers Health Services is attached (See Attachment #2).

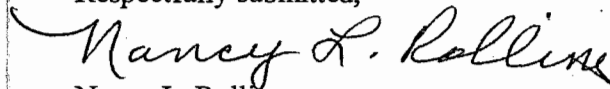
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that the Contractor has performed satisfactorily.

Area served: See Attachment #4 for the list of towns/cities served.

Sources of Funds: 49.95% Federal (Administration on Aging and Social Services Block Grant) and 50.05% General Funds.

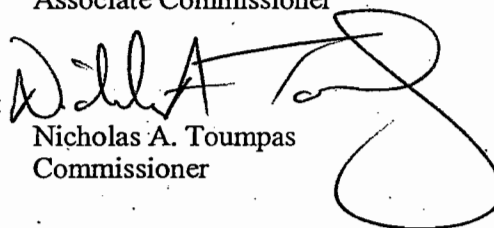
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-4680 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Rochester District Visiting Nurse Association, Rochester, New Hampshire (Vendor #154189) to provide Adult Medical Day Services, Adult In-Home Care, Health Screening and Homemaker services, in an amount not to exceed \$275,581.00 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$2,190.50
2013	540-500382	Social Services	\$2,190.50
Subtotal			\$4,381.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$44,760.00
2012	543-500385	Adult In Home Care	\$70,530.00
2012	566-500918	Adult Group Day Care	\$20,310.00
2013	542-500384	Homemaker	\$44,760.00
2013	543-500385	Adult In Home Care	\$70,530.00
2013	566-500918	Adult Group Day Care	\$20,310.00
Sub-Total			\$271,200.00

Total	\$275,581.00
-------	--------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services, Adult In-Home Care, Health Screening and Homemaker services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services, Adult In-Home Care, Health Screening and Homemaker services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 48.32% Federal (Administration on Aging and Social Services Block Grant) and 51.68% General Funds.

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

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Easter Seals New Hampshire, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Easter Seals New Hampshire, Inc.**

This first Amendment to the Adult Medical Day Care services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, 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 non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 555 Auburn Street, Manchester, NH 03103.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$468,314.75.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: *ES*
Date: *6/5/2013*

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Easter Seals New Hampshire, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: *ET*

Date: *6/5/2013*

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Easter Seals New Hampshire, Inc.



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Easter Seals New Hampshire, Inc.

6/5/2013
Date

Elmer G. Grier
NAME Elmer G. Grier
TITLE COO/CEO

Acknowledgement:

State of New Hampshire, County of Hillsborough on June 5, 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Diane L. Boulay
Name and Title of Notary or Justice of the Peace

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

Contractor's Initials: ET
Date: 6/11/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Easter Seals New Hampshire, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

11 Jun. 2013
Date

[Signature]
Name: Walter P. Herrick
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:

Contractor's Initials: EH
Date: 6/15/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	7,363
Funding: Title XX			
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	15,000

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services

The State Agency Name

Easter Seals NH, Inc.

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Elin Treanor

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Elin Treanor

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

COO/CFO

Title of Authorized Representative

10 June 2013

Date

6/5/2013

Date

Contractor Initials: ET

Date: 6/5/2013

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of BOARD OF DIRECTORS of EASTER SEALS NH, INC.
(Name of Governing Board) (Name of Corporation)

on MAY 22, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the COO/CFO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
ELIN TREANOR is the duly elected (Title) COO/CFO of
this corporation and is still qualified and serving in such capacity.

6/5/13
(Date)

Betty Burke
Assistant Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On June 5, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that She executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Diane L Boulay
Notary Public/Justice of the Peace

My commission expires:

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

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 formed November 6, 1967. 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 4th day of April A.D. 2013

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

12/26/2012

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

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

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS: <table border="1"> <tr> <th data-bbox="812 462 1429 493">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1429 462 1562 493">NAIC #</th> </tr> <tr> <td data-bbox="812 493 1429 525">INSURER A : Philadelphia Insurance Company</td> <td data-bbox="1429 493 1562 525">23850</td> </tr> <tr> <td data-bbox="812 525 1429 556">INSURER B : Liberty Mutual Insurance Co.</td> <td data-bbox="1429 525 1562 556">23043</td> </tr> <tr> <td data-bbox="812 556 1429 588">INSURER C :</td> <td data-bbox="1429 556 1562 588"></td> </tr> <tr> <td data-bbox="812 588 1429 619">INSURER D :</td> <td data-bbox="1429 588 1562 619"></td> </tr> <tr> <td data-bbox="812 619 1429 651">INSURER E :</td> <td data-bbox="1429 619 1562 651"></td> </tr> <tr> <td data-bbox="812 651 1429 682">INSURER F :</td> <td data-bbox="1429 651 1562 682"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : Liberty Mutual Insurance Co.	23043	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Insurance Company	23850														
INSURER B : Liberty Mutual Insurance Co.	23043														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															
INSURED Easter Seals NH, Inc. Easter Seals NY, Inc. 555 Auburn Street Manchester, NH 03103															

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		PHPK914096	09/01/2012	09/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK914096	09/01/2012	09/01/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB394930	09/01/2012	09/01/2013	EACH OCCURRENCE \$15,000,000 AGGREGATE \$15,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	WC7611258839013	01/01/2013	01/01/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000
A	Blanket-EDP RC Value		PHPK914096	09/01/2012	09/01/2013	\$3,019,050-\$500 Ded. Special Form Incl Theft

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

****Supplemental Names****

Easter Seals NY, Inc., Easter Seals ME, Inc., STS, Inc., Agency Realty, Inc., Easter Seals Rhode Island, Inc., The Harbor Schools, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., Easter Seals CT, Inc., Webster Place Center, Inc., - The General Liability policy includes a blanket automatic Additional Insured endorsement that provides Additional Insured and a Blanket (See Attached Descriptions)

CERTIFICATE HOLDER**CANCELLATION**

Attn: Cynthia Carpenter Division of Elderly & Adult Services 129 Pleasant St., Brown Building 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 
---	--

DESCRIPTIONS (Continued from Page 1)

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 above referenced on behalf of the named insured. The General Liability policy contains a special endorsement with "Primary and Non-Contributory" wording.

RE: Service Link



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Easter Seals New Hampshire, Inc., Manchester, New Hampshire (Vendor #177204) to provide Adult Medical Day Services, in an amount not to exceed \$316,917.24 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$56,908.62
2013	540-500382	Social Services	\$56,908.62
Subtotal			\$113,817.24

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	566-500918	Adult Group Day Care	\$101,550.00
2013	566-500918	Adult Group Day Care	\$101,550.00
Sub-Total			\$203,100.00

Total			\$316,917.24
-------	--	--	--------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services will be able to remain in their home and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 51.56% Federal (Administration on Aging and Social Services Block Grant) and 48.44% General Funds.

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

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas

Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Gibson Center for Senior Services, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Gibson Center for Senior Services, Inc.**

This first Amendment to the Nutrition and Transportation services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Gibson Center for Senior Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 14 Grove Street, North Conway, NH 03860.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$941,623.44.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section IV Other Terms and Conditions.

Contractor Initials: any
Date: 6/5/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Gibson Center for Senior Services, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials:

Date: 6/17/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Gibson Center for Senior Services, Inc.



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Gibson Center for Senior Services, Inc.

June 5, 2013
Date

George Fredette
NAME George Fredette
TITLE President

Acknowledgement:

State of New Hampshire, County of Carroll on June 5, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Kenneth S. Kaslow
Name and Title of Notary or Justice of the Peace
KENNETH S. KASLOW, Notary Public
My Commission Expires September 3, 2013

Contractor Initials: GF
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Gibson Center for Senior Services, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

John P. Herrick
Name: *John P. Herrick*
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:

Contractor Initials: *CH*
Date: *6/5/13*

SECTION IV: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

EXHIBIT B PURCHASE OF SERVICES

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	9,000
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	18,529
Nutrition Services: Congregate Meals	Per meal	\$4.90	14,094
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	7,580
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	3,818
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	400

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services

The State Agency Name

Gibson Center for Senior Services, Inc.

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

George Fredette

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

George Fredette

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

President

Title of Authorized Representative

16 June 2013

Date

June 5, 2013

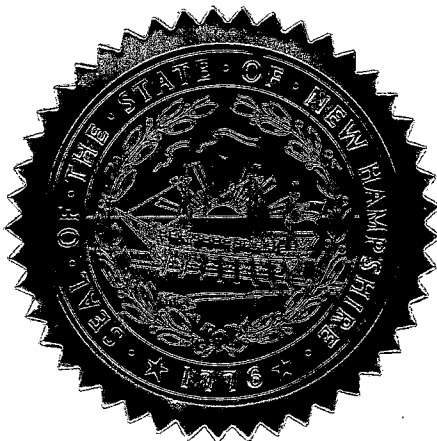
Date

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 GIBSON CENTER FOR SENIOR SERVICES, INC. is a New Hampshire nonprofit corporation formed October 10, 1979. I further certify that it is in good standing as far as this office is concerned, having 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 5th day of June, A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting
of Board of Directors of Gibson Center for Senior Services, Inc.
(Name of Governing Board) (Name of Corporation)
on November 20, 2012 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize George Fredette
the President, to accept grants and awards and enter into contracts, and contract
amendments from time to time with the New Hampshire Department of Health and Human Services,
Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise
fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any
related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
George Fredette is the duly elected (Title) President of
this corporation and is still qualified and serving in such capacity.

JUNE 5, 2013
(Date)

Patricia Fleck
Secretary
PATRICIA FLECK

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

On June 5, 2013, before the undersigned officer personally
appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the
Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that 5 he
executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

KENNETH S. KASLOW, Notary Public
My Commission Expires September 3, 2013

Notary Public/~~Justice of the Peace~~

My commission expires:



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

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

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

PRODUCER Chalmers Insurance Group - North Conway 3277 White Mountain Highway P.O. Box 2480 North Conway NH 03860		CONTACT NAME: Joyce Holmes PHONE (A/C, No, Ext): (603) 356-6926 FAX (A/C, No): (603) 356-6934 E-MAIL ADDRESS: jholmes@ChalmersInsuranceGroup.com PRODUCER CUSTOMER ID #: 00010627													
INSURED Gibson Center for Senior Services, Inc. PO Box 655 North Conway NH 03860-0655		INSURER(S) AFFORDING COVERAGE <table border="1"><tr><td>INSURER A: Acadia Insurance Company</td><td>NAIC # 31325</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 A: Acadia Insurance Company	NAIC # 31325	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER A: Acadia Insurance Company	NAIC # 31325														
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES**CERTIFICATE NUMBER:** CL136511149**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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC			CPA001131629	5/1/2013	5/1/2014	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 250,000 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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS			CAA001136629	5/1/2013	5/1/2014	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Hired Auto Liability \$ 1,000,000 Pollution Liab Broadening \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DEDUCTIBLE RETENTION \$ 0			CUA001136829	5/1/2013	5/1/2014	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	WCA001886228	5/1/2013	5/1/2014	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
NH Department of Health & Human Services
Bureau of Elderly and Adult Services
Catherine Cormier-Contract Adm
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

Andrea Nicklin/ANDREA

Andrea Nicklin



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Gibson Center for Senior Services, Inc., Concord, New Hampshire (Vendor #155344) to provide Nutrition and Transportation services, in an amount not to exceed \$659,391.20, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$79,412.90
2012	541-500383	Meals-Home Delivered/Congregate	\$187,345.34
2013	512-500352	Transportation	\$79,412.90
2013	541-500383	Meals-Home Delivered/Congregate	\$187,345.34
Subtotal			\$533,516.48

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals-Home Delivered	\$62,937.36
2013	544-500386	Meals-Home Delivered	\$62,937.36
Sub-Total			\$125,874.72

Total			\$659,391.20
-------	--	--	--------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 55.82% Federal (Administration on Aging and Social Services Block Grant) and 44.18% General Funds.

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

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted;

Nancy L. Rollins

Nancy L. Rollins
Associate Commissioner

Approved by:

Nicholas A. Toumpas
Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3 for Grafton County Senior Citizens Council, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #3 for Grafton County Senior Citizens Council, Inc.**

This third Amendment to the Nutrition, Transportation, and Community Elder Support services contract (hereinafter referred to as "Amendment #3") dated this 5th day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Grafton County Senior Citizens Council, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 10 Campbell Street, Lebanon, NH 03766.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on June 20, 2012, and amended by an agreement (Amendment #2 to the Contract) approved on June 5, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$3,840,365.33.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section VII Other Terms and Conditions.

Contractor Initials: RFB
Date: 6-6-13

**State of New Hampshire
Department of Health and Human Services
Amendment #3 for Grafton County Senior Citizens Council, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Contractor Initials: YJB
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #3 for Grafton County Senior Citizens Council, Inc.



This Amendment shall be effective upon 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

June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Grafton County Senior Citizens Council, Inc.

June 6, 2013
Date

Roberta J. Berner
NAME Roberta J. Berner
TITLE Executive Director

Acknowledgement:

State of NH, County of Grafton on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Name and Title of Notary or Justice of the Peace

ELIZABETH A. SCHIBLEY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 2, 2016

Contractor Initials: RJB
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #3 for Grafton County Senior Citizens Council, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

James E. Herrick
Name: James E. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: RJB
Date: 6-6-13

SECTION VII: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs; and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

EXHIBIT B **PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	40,644
Community Elder Support Services	Cost Reimbursement	\$13,061.24	1
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	40,660
Nutrition Services: Congregate Meals	Per meal	\$4.90	58,856
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	52,380
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	14,996
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	2,100

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services
The State Agency Name

Grafton County Senior Citizens Council
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Roberta J. Berner
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Roberta J. Berner
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

6 June 2013
Date

June 6, 2013
Date

Grafton County Senior Citizens Council, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of The Board of Directors of Grafton County Senior Citizens Council, Inc. on February 25, 2003 which meeting was duly called at which a quorum was present:

"On motion duly made and seconded, it was voted to authorize the President / Vice President / Treasurer/Executive Director to accept grants and awards and enter into contracts and contract amendments from time to time with the State of New Hampshire, to sign and otherwise fully execute such acceptances and contracts and contract amendments and any amendments or modifications thereto, and any related documents requested by the State of New Hampshire. 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 Roberta Berner is the duly elected
President/Vice President/Treasurer/Executive Director
of this Corporation and is still qualified and serving in
such capacity.

6/6/13
Date

Carol P. Berner
Secretary of the Corporation

"No Corporate Seal"

STATE OF NEW HAMPSHIRE, COUNTY OF GRAFTON

On June 6, 2013, before the undersigned officer, personally appeared the person 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/she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Elizabeth A. Schibley
Notary Public / Justice of the Peace

ELIZABETH A. SCHIBLEY
NOTARY PUBLIC
State of New Hampshire
My Commission Expires
February 2, 2016

RJB
6-6-13

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 GRAFTON COUNTY SENIOR CITIZENS COUNCIL, INC. is a New Hampshire nonprofit corporation formed July 13, 1972. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013.

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

OP ID: JZ

DATE (MM/DD/YYYY)

05/20/13

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

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

PRODUCER Kinney Pike/Hartford The Junction Market Place 1011 North Main Street White River Junction, VT 05001 Sandra D. Delisle	802-295-3329 802-296-6126	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: GRAFT-5	FAX (A/C, No):
INSURED Grafton County Senior Citizens Council Inc - PO Box 433 Lebanon, NH 03766		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance Company 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 ETR	TYPE OF INSURANCE:	ADDITIONAL SUBROGATION WYD	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		ZBV-8862911-02	10/25/12	10/25/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 600,000 MED/EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG. \$ 3,000,000 Emp. Ben. \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS		ABV8808402-02	10/25/12	10/25/13	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
A	☒ UMBRELLA LIAB. ☒ EXCESS LIAB. ☒ OCCUR DEDUCTIBLE RETENTION \$ 0		UHV 8882696-02	10/25/12	10/25/13	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$ \$
	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				WC STATUTORY LIMITS E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
E-mail: rberner@goscc.org

CERTIFICATE HOLDER

CANCELLATION

STATE NH State of NH Dept. of Health & Human Serv. Bureau of Elderly & Adult Services Attn: Catherine 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 Sandra D. Delisle <i>Sandra Delisle</i>
--	--

© 1988-2009 ACORD CORPORATION. All rights reserved.

Client#: 56450

GRAFT

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/20/13

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:																					
INSURED Grafton County Senior Citizens Council PO Box 433 Lebanon, NH 03766	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr> <tr> <td>INSURER A:</td><td>Berkley Risk Administrators</td><td></td></tr> <tr> <td>INSURER B:</td><td></td><td></td></tr> <tr> <td>INSURER C:</td><td></td><td></td></tr> <tr> <td>INSURER D:</td><td></td><td></td></tr> <tr> <td>INSURER E:</td><td></td><td></td></tr> <tr> <td>INSURER F:</td><td></td><td></td></tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Berkley Risk Administrators		INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
INSURER(S) AFFORDING COVERAGE		NAIC #																				
INSURER A:	Berkley Risk Administrators																					
INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVO	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE: \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE: \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ 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	WC288300575900	11/13/2012	11/13/2013	X WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

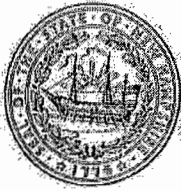
State of NH, Bureau of Elderly & Adult Services, NH Dept of Health & Human Services,
 Catherine Cormier
 129 Pleasant St
 Concord, NH 03301

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

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate
Commissioner

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

May 9, 2013

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

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023679) with Grafton County Senior Citizens Council, Inc., Lebanon, New Hampshire (Vendor #177675) to provide Nutrition Services by transferring units from home delivered meals to units for home delivered adult protective services meals within the price limitation. This amendment shall be effective retroactive to October 1, 2012 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #212) and amended and approved by Governor and Executive Council on June 20, 2012 (Item #91).
2. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to further amend this Agreement (Purchase Order #1023679) with Grafton County Senior Citizens Council, Inc., Lebanon, New Hampshire (Vendor #177675) to provide Nutrition Services by decreasing the number of congregate meals and decreasing the price limitation by \$19,159.00 from \$2,737,945.61 to \$2,718,786.61. This amendment shall be effective retroactive to October 1, 2012 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #212) and amended and approved by Governor and Executive Council on June 20, 2012 (Item #91).

Funding is available in the following accounts for State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$249,690.00	\$ 0.00	\$249,690.00
2012	540-500382	Social Services	\$ 22,557.90	\$ 0.00	\$ 22,557.90
2012	541-500383	Meals-Home Delivered/Congregate	\$575,163.96	\$ 0.00	\$575,163.96
2013	512-500352	Transportation	\$258,300.00	\$ 0.00	\$258,300.00
2013	540-500382	Social Services	\$ 14,632.80	\$ 0.00	\$ 14,632.80

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	541-500383	Meals-Home Delivered/Congregate	\$590,843.96	(\$19,159.00)	\$571,684.96
Subtotal			\$1,711,188.52	(\$19,159.00)	\$1,692,029.52

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 52,675.06	\$ 0.00	\$ 52,675.06
2012	543-500385	Adult In Home Care	\$233,045.95	\$ 0.00	\$233,045.95
2012	544-500386	Meals-Home Delivered	\$370,518.04	\$ 0.00	\$370,518.04
2013	544-500386	Meals-Home Delivered	\$370,518.04	\$ 0.00	\$370,518.04
Sub-Total			\$1,026,757.09	\$ 0.00	\$1,026,757.09
Total			\$2,737,945.61	(\$19,159.00)	\$2,718,786.61

EXPLANATION

Relative to Requested Action #1.

The purpose of this Requested Action is to amend an existing Agreement with Grafton County Senior Citizens Council, Inc. to transfer nutrition service units from home delivered meals to units for adult protective services home delivered meals, within the dollar amount contracted for these services, due to an increase in demand for Adult Protective Service clients. The Bureau of Elderly and Adult Services identifies these clients as needing protective services and makes referrals to the contractors who are expected to make a best effort attempt to ensure provision of services. Because the Contractors do not control the Adult Protective Services referrals received, they are not always able to project the number of units required to serve those persons in need of protective services resulting in the need for retroactive approval. This amendment is identified as retroactive because it transfers home delivered meals units of service effective October 1, 2012, based on the contractor's analysis of utilization for the first six months of SFY 2013. The contractor does not anticipate that overall client usage will be impacted by this redistribution of home delivered meals.

Relative to Requested Action #2.

Additionally, this Requested Action decreases nutrition service units for congregate meals by 3,910 meals for a total reduction of \$19,159.00 through June 30, 2013. The reduction identified above was based upon an analysis of units served resulting in the need for fewer units than originally contracted for.

Should the Governor and Executive Council determine to not authorize the contract amendment in Requested Action #1 to transfer home delivered meals to adult protective services home delivered meals, the nutritional support provided to these Adult Protective Service clients will be reduced to a level that could jeopardize their ability to remain in their home. Home delivered meals allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in their homes within the community. Should the Governor

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 9, 2013
Page 3

and Executive Council determine to not authorize the contract amendment in Requested Action #2 there would be insufficient appropriations to cover the full contract amount.

The original contract was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on the Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for Grafton County Senior Citizens Council, Inc. is attached.

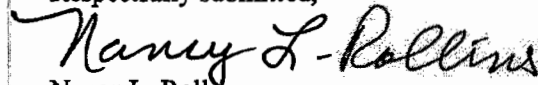
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractors were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

Areas served: See attached list of cities and towns served.

Sources of Funds: 53.95% Federal (Administration on Aging Grant and Social Services Block Grant) and 46.05% General Funds.

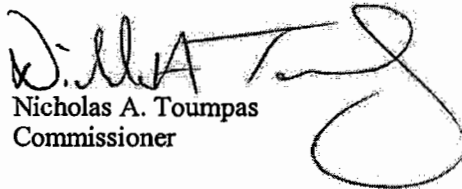
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



**STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES**

BUREAU OF ELDERLY & ADULT SERVICES

**Nicholas A. Toumpas
Commissioner**

**Nancy L. Rollins
Associate
Commissioner**

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

May 24, 2012

**His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301**

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order State Fiscal Year 2012 #1016465) with Grafton County Senior Citizens Council, Inc., Lebanon, New Hampshire (Vendor #177675) to provide Adult In-Home Care, Community Elder Support Services, Homemaker, Nutrition and Transportation services, by decreasing the price limitation by \$427,296.01 from \$3,165,241.62 to \$2,737,945.61 and terminating scope of services for Adult In-Home Care and Homemaker, in Grafton County, in State Fiscal Year 2013 effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #212).

2) Contingent upon approval of Requested Action #1, Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order State Fiscal Year 2012 #1016452) with North Country Home Health and Hospice Agency, Inc., Littleton, New Hampshire (Vendor #154643) to provide Homemaker and Home Health Aide services, by increasing the price limitation by \$136,010.50 from \$59,384.00 to \$195,394.50, adding Adult In Home Care to the scope of services and increasing Homemaker units to serve individuals in northern Grafton County, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #220).

3) Contingent upon approval of Requested Action #1, Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order #1019087) with Lakes Region Community Services Council, d/b/a Lakes Region Community Services, Post Office Box 509, Laconia, New Hampshire (Vendor #177251) to provide developmental and acquired brain disorder services by increasing the price limitation by \$228,943.56 from \$2,321,756.00 to \$2,550,699.56 and adding Adult In Home Care and Homemaker to the scope of services to serve individuals in southern Grafton County, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 8, 2011 (Item #136).

The following tables are relative to Requested Action #1, Grafton County Senior Citizens Council, Inc.

Funds are available in the following accounts in State Fiscal Years 2012 and 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$258,300.00	(\$8,610.00)	\$249,690.00
2012	540-500382	Social Services	\$22,557.80	\$0.00	\$22,557.90
2012	541-500383	Meals-Home Delivered/Congregate	\$590,843.96	(\$15,680.00)	\$575,163.96
2013	512-500-352	Transportation	\$258,300.00	\$0.00	\$258,300.00
2013	540-500382	Social Services	\$22,557.80	(\$7,925.00)	\$14,632.80
2013	541-500383	Meals-Home Delivered/Congregate	\$590,843.96	\$0.00	\$590,843.96
Subtotal			\$1,743,403.52	(\$32,215.00)	\$1,711,188.52

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$52,675.06	\$0.00	\$ 52,675.06
2012	543-500385	Adult In Home Care	\$287,725.95	(\$54,680.00)	\$233,045.95
2012	544-500386	Meals-Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2013	542-500384	Homemaker	\$52,675.06	(\$52,675.06)	\$0.00
2013	543-500385	Adult In Home Care	\$287,725.95	(\$287,725.95)	\$0.00
2013	544-500386	Meals-Home Delivered	\$370,518.04	\$0.00	\$370,518.04
Sub-Total			\$1,421,838.10	(\$395,081.01)	\$1,026,757.09
Total			\$3,165,241.62	(\$427,296.01)	\$2,737,945.61

The following tables are relative to Requested Action #2, North Country Home Health and Hospice Agency, Inc.

Funds are available in the following accounts in State Fiscal Years 2012 and 2013, contingent upon approval of Requested Action #1.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	540-500382	Social Services	\$15,145.00	\$0.00	\$15,145.00

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	540-500382	Social Services	\$15,145.00	\$3,962.50	\$19,107.50
Subtotal			\$30,290.00	\$3,962.50	\$34,252.50

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$14,547.00	\$0.00	\$14,547.00
2012	543-500385	Adult In Home Care	\$0.00	\$7,380.00	\$7,380.00
2013	542-500384	Homemaker	\$14,547.00	\$7,460.00	\$22,007.00
2013	543-500385	Adult In Home Care	\$0.00	\$117,208.00	\$117,208.00
Sub-Total			\$29,094.00	\$132,048.00	161,142.00
Total			\$59,384.00	\$136,010.50	\$195,394.50

The following tables are relative to Requested Action #3, Lakes Region Community Services Council

Funds are available in the following accounts in State Fiscal Years 2012 and 2013, contingent upon approval of Requested Action #1.

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DEVELOPMENTAL SERV- DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$1,076,196.00	\$0.00	\$1,076,196.00
2013	102-500731	Contracts for program services	\$1,076,196.00	\$0.00	\$1,076,196.00
Subtotal *			\$2,152,392.00	\$0.00	\$2,152,392.00

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DEVELOPMENTAL SERV- DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$74,682.00	\$0.00	\$74,682.00
2013	102-500731	Contracts for program services	\$74,682.00	\$0.00	\$74,682.00
Subtotal			\$149,364.00	\$0.00	\$149,364.00

05-95-93-930010-5050 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS:DEVELOPMENTAL SERV-DIV OF, DIV OF DEVELOPMENTAL SVCS, TWWIIA

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$20,000.00	\$0.00	\$20,000.00
2013	102-500731	Contracts for program services	\$0.00	\$0.00	\$0.00
Subtotal			\$20,000.00	\$0.00	\$20,000.00

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	540-500382	Social Services	\$0.00	\$3,962.50	\$3,962.50

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$0.00	\$1,865.00	\$1,865.00
2012	543-500385	Adult In Home Care	\$0.00	\$7,380.00	\$7,380.00
2013	542-500384	Homemaker	\$0.00	\$45,215.06	\$45,215.06
2013	543-500385	Adult In Home Care	\$0.00	\$170,521.00	\$170,521.00
Sub-Total			\$0.00	\$224,981.06	\$224,981.06
Total			\$2,321,756.00	\$228,943.56	\$2,550,699.56

EXPLANATION

Relative to Requested Action #1, Grafton County Senior Citizens Council, Inc.

The purpose of this Requested Action is to amend an existing Agreement to decrease units of services for Transportation, Congregate Meals, and Adult In Home Care for State Fiscal Year 2012 and to terminate scope of services for Adult In Home Care and Homemaker for State Fiscal Year 2013. In State Fiscal Year 2012, Grafton County Senior Citizens Council is decreasing units of service by: 1,500 units of Transportation due to a decline in ridership as individuals move out of the community or enter into nursing homes; 3,200 units of Congregate Meals due to individuals not meeting the eligibility requirements under this contract; and 4,000 units of Adult In Home Care because the cost exceeds the state reimbursement amount and other funding sources resulting in an outstanding balance that could not be covered by this agency. Additionally, Grafton County Senior Citizens Council, Inc. notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012 that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to approximately ninety (90) clients being served under this contract. The Board of Directors of Grafton County Senior Citizens Council, Inc. decided to focus their limited resources on the other programs their agency provides to its community.

Grafton County Senior Citizens Council Inc., has reached out to many community partners to continue to provide Adult In Home Care and Homemaker services for their existing clients beginning July 1, 2012 through June 30, 2013. As a result, the Bureau of Elderly and Adult Services is submitting for Governor and Executive Council approval, two sole source contract amendments with North Country Home Health and Hospice Agency, Inc., in Littleton (Requested Action #2), to serve clients in northern Grafton County and to Lakes Region Community Services Council, in Laconia (Requested Action #3), to serve clients in southern Grafton County. These direct care social services will allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life.

Should the Governor and Executive Council determine to not authorize this contract amendment, funding for Requested Action #2 and #3 will not be available and the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or other community based care programs.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System. The bid summary for Grafton County Senior Citizens Council Inc., is attached (See Attachment #1).

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #3 for the list of towns/cities served.

Sources of Funds: 48.88% Federal (Administration on Aging and Social Services Block Grant) and 51.12% General Funds.

Relative to Requested Action #2, North Country Home Health and Hospice Agency, Inc.

This amendment is designated as sole source because the Bureau of Elderly and Adult Services is adding to North Country Home Health & Hospice Agency's existing Agreement, the scope of services for Adult In Home Care and additional Homemaker units without a bid to seek vendors to provide these services to an estimated forty (40) clients currently receiving Adult In Home Care services under the contract with Grafton County Senior Citizens Council. Grafton County Senior Citizens Council notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012, that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to these clients. With the immediate need to find another provider for these services, Grafton County Senior Citizens Council approached many agencies, including North Country Home Health and Hospice Agency, to continue to provide Adult In Home Care services to Adult Protective and non-Protective clients in northern Grafton County. The other agencies that had been contacted chose not to take on the clients for various reasons. However, based on the need in this community,

North Country Home Health and Hospice Agency agreed to expand their scope of services so that clients continue receiving Adult In Home Care services during a transitional period in June 2012 through June 30, 2013.

Additionally, this Requested Action is to amend this existing Agreement to increase Homemaker units by 1,000 to serve these transitioning clients that may be assessed of needing Homemaker rather than Adult In Homecare.

North County Home Health & Hospice Agency's original contract approved by Governor and Executive Council on June 22, 2011 (item #220) for Homemaker and Home Health Aide services was awarded in response to a Request for Proposals for social services that included Adult In Home Care released on Department of Health and Human Services' web site on February 25, 2011. The bid summary for North Country Home Health and Hospice Agency, Inc. is attached (See Attachment #2). A Request for Proposals will be released for State Fiscal Years 2014 and 2015 to procure social services that include these services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. Adult In Home Care is a direct care social service that allows the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #4 for the list of towns/cities served.

Sources of Funds: 48.45% Federal (Administration on Aging and Social Services Block Grant) and 51.55% General Funds.

Relative to Requested Action #3, Lakes Region Community Services Council

This amendment is designated as sole source because the Bureau of Elderly and Adult Services is adding to Lakes Region Community Services Council's existing Agreement, the scope of services for Adult In Home Care and Homemaker without a bid to seek vendors to provide these services to an estimated fifty (50) clients currently receiving Adult In Home Care and Homemaker services under the contract with Grafton County Senior Citizens Council. Grafton County Senior Citizens Council notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012, that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to these clients. With the immediate need to find another provider for these services, Grafton County Senior Citizens Council approached many agencies, including Lakes Region Community Services Council, to continue to provide Adult In Home Care and Homemaker services to Adult Protective and non-Protective clients in southern Grafton County. The other agencies that had been contacted chose not to take on the clients for various reasons. However, based on the need in this community, Lakes Region Community Services Council agreed to expand their scope of services so that clients continue receiving Adult In Home Care and Homemaker services during a transitional period in June 2012 through June 30, 2013.

Lakes Region Community Services Council's original contract, approved by Governor and Executive Council on June 8, 2011 (item #136), for developmental and acquired brain disorder services was awarded pursuant to RSA 171-A: 2, I-b that establishes area agencies as nonprofit corporations designated to serve a geographic region established by rules adopted by the Bureau of Developmental Services to provide services to developmentally disabled persons in that area. Lakes Region Community Services Council is designated to service Region III. A Request for Proposals for social services that included Adult In Home Care and Homemaker services was released on Department of Health and Human Services' web site on February 25, 2011. This agency did not submit a bid. However, they are in good standing with the Bureau of Development Services and have the licensure required to provide these services. A Request for Proposals will be released for State Fiscal Years 2014 and 2015 to procure social services that include these services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. Adult In Home Care and Homemaker are direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

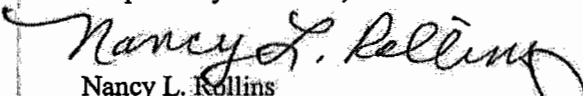
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their homes and communities and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #5 for the list of towns/cities served.

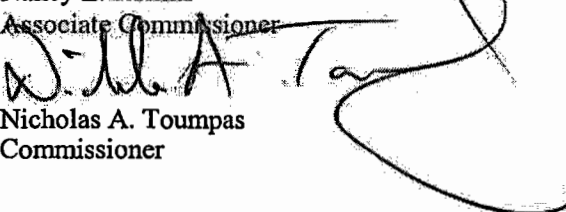
Sources of Funds: 48.33% Federal (Administration on Aging and Social Services Block Grant) and 51.67% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support these programs in the above Requested Actions.

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Grafton County Senior Citizens Council, Inc., Lebanon, New Hampshire (Vendor #177675) to provide Adult In-Home Care, Community Elder Support Services, Homemaker, Nutrition and Transportation services, in an amount not to exceed \$3,165,241.62 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$258,300.00
2012	540-500382	Social Services	\$22,557.80
2012	541-500383	Meals-Home Delivered/Congregate	\$590,843.96
2013	512-500-352	Transportation	\$258,300.00
2013	540-500382	Social Services	\$22,557.80
2013	541-500383	Meals-Home Delivered/Congregate	\$590,843.96
Subtotal			\$1,743,403.52

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$52,675.06
2012	543-500385	Adult In Home Care	\$287,725.95
2012	544-500386	Meals-Home Delivered	\$370,518.04
2013	542-500384	Homemaker	\$52,675.06
2013	543-500385	Adult In Home Care	\$287,725.95
2013	544-500386	Meals-Home Delivered	\$370,518.04
Sub-Total			\$1,421,838.10

Total	\$3,165,241.62
-------	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Homemaker, Adult In-Home Care, and Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals and Community Elder Support Services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Homemaker, Nutrition, Adult In-Home Care, Transportation and Community Elder Support Services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

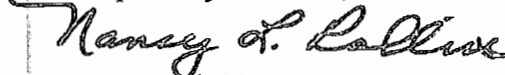
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 53.36% Federal (Administration on Aging and Social Services Block Grant) and 46.64% General Funds.

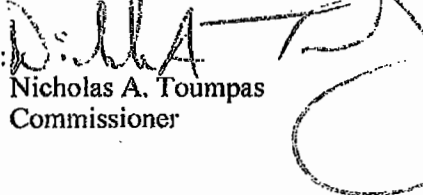
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Association for the Blind**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Association for the Blind**

This first Amendment to the Low Vision services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Association for the Blind, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 25 Walker Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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

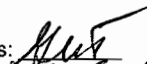
WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$93,726.72.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: 
Date: 6-6-13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Association for the Blind**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: gab
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Association for the Blind



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

New Hampshire Association for the Blind

6-6-2013
Date

George P. Theriault
NAME
TITLE President & CEO

Acknowledgement:

State of New Hampshire, County of Merrimack on June 6, 2013, before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Lois G. Hanlon
Name and Title of Notary Public or Justice of the Peace



Contractor's Initials: MEH

Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Association for the Blind



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

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
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:

Contractor's Initials: GPT
Date: 6-6-13

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Vision Rehabilitation – Evaluation	Per evaluation	\$43.43	487
Vision Rehabilitation – Training	Per unit of training	\$27.19	285

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization

has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of

Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

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

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

(2) **Use and Disclosure of Protected Health Information.**

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Dept. of Health & Human Services
The State Agency Name

New Hampshire Association for the Blind
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

George F. Theriault
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

GEORGE F. THERIAULT
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

PRESIDENT + CEO
Title of Authorized Representative

6 June 2013
Date

June 6, 2013
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors of New Hampshire for the Blind
(Name of Governing Board) (Name of Corporation)

on October 24, 1996 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the President + CEO, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
GEORGE F. THERIAULT is the duly elected (Title) President + CEO of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Graci Elulley
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.



Lois G. Hanlon
Notary Public/Justice of the Peace

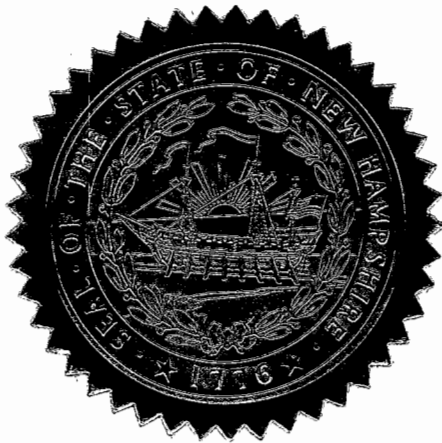
My commission expires: Sept 23, 2014

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 NEW HAMPSHIRE ASSOCIATION FOR THE BLIND is a New Hampshire nonprofit corporation formed November 10, 1993. I further certify that it is in good standing as far as this office is concerned, having 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 6th day of June, A.D. 2013

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

William M. Gardner
Secretary of State

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

06/06/13

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

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

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME:	
	PHONE (A/C, No, Ext): 603 225-6611	FAX (A/C, No): 603-225-7935
INSURED NH Association for the Blind 25 Walker Street Concord, NH 03301	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: Markel Insurance Co.	
	INSURER B: Guard Insurance Group	
	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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			8502SS2927007	11/01/2012	11/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB EXCESS LIAB DED ☒ RETENTION \$10000			4602SS2927017	11/01/2012	11/01/2013	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 N	N/A	NHWC320559	11/01/2012	11/01/2013	☒ WC STATUTORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**** Workers Comp Information ****

Included states ~ NH

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, NH Dept
of Health & Human Services,
Bureau of Elderly & Adult
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

[Signature]

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with the New Hampshire Association for the Blind, Concord, New Hampshire (Vendor #154156) to provide Evaluation and Vision Aide Training, in an amount not to exceed \$64,827.16, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$32,413.58
2013	540-500382	Social Services	\$32,413.58
Total			\$64,827.16

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Evaluation and Vision Aide Training services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 2

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year-2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Evaluation and Vision Aide Training services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

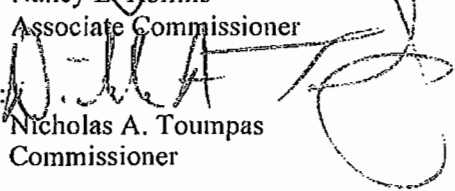
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy D. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

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



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

This first Amendment to the Legal services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and New Hampshire Legal Assistance, (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 117 North State Street, Concord, NH 03301.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$429,922.62.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials:
Date:

JCN
6/7/2017

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



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #3:
 3. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
 - b) Add Paragraph #4:
 4. Subparagraph 14.1.1 of the General Provisions of this contract is deleted and the following subparagraph is added:
 - 14.1.1 comprehensive general liability against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$1,000,000 per occurrence and \$2,000,000 general aggregate; and
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials:

Date:

JSN
6/7/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Legal Assistance



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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

New Hampshire Legal Assistance

6/7/2013
Date

John E. Tobin, Jr.
NAME JOHN E. TOBIN, JR.
TITLE Executive Director

Acknowledgement:

State of New Hampshire, County of Merrimack on June 7, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Cheryl Driscoll
Name and Title of Notary or Justice of the Peace
Cheryl S. Driscoll
exp: 12/9/2014

Contractor's Initials: ET
Date: 6/7/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for New Hampshire Legal Assistance



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

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Jeane P. Hernick
Name: Jeane P. Hernick
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:

Contractor's Initials:
Date:

JPH
6/7/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
- 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
3. Equal Access to services:
- 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
- 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
4. Consumer Grievance Process
- The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
- 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
5. Adult Protective Services:
- In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
6. Criminal Background and Adult Protective Service Registry Checks:
- 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

207
6/7/2013

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Legal Services	Per half hour	\$27.87	4,760

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment

7607
6/7/2013

approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

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

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

DEPARTMENT OF
HEALTH AND HUMAN SERVICES

The State Agency Name

New Hampshire Legal Assistance

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

John E. Tobin, Jr.

Signature of Authorized Representative

NANCY L. ROLLINS

Name of Authorized Representative

John E. Tobin, Jr.

Name of Authorized Representative

ASSOCIATE COMMISSIONER

Title of Authorized Representative

Executive Director

Title of Authorized Representative

7 June 2013

Date

6/7/2013

Date

Contractor Initials:

Date:

JET
6/7/2013

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors of New Hampshire Legal Assistance
(Name of Governing Board) (Name of Corporation)

on November 14, 2012 which was duly called at which a quorum
was

present:

"On motion duly made and seconded, it was voted to authorize

the Executive Director, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
John E. Tobin, Jr. is the duly elected (Title) Executive Director of
this corporation and is still qualified and serving in such capacity.

June 7, 2013
(Date)


Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

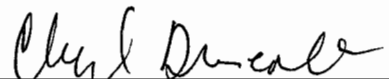
No corporate seal.

STATE OF NEW HAMPSHIRE

COUNTY OF Merrimack

On June 7, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.


Notary Public/Justice of the Peace
Cheryl Dunsen
My commission expires: 12/9/2014

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 NEW HAMPSHIRE LEGAL ASSISTANCE is a New Hampshire nonprofit corporation formed April 20, 1971. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/7/2013

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101		CONTACT Joseph Chrisemer PHONE (603) 669-3218 FAX (603) 645-4331 E-MAIL jchrisemer@crossagency.com ADDRESS:	
INSURED New Hampshire Legal Assistance, Inc. 117 N. State Street Concord NH 03301		INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Ins Group INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 12-13 All lines

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
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC			OHV959625300	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 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
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ ALL OWNED AUTOS ☒ HIRED AUTOS ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS			OHV959625300	7/1/2012	7/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED \$ RETENTION \$			OHV959625300	7/1/2012	7/1/2013	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
	A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y/N N	N/A		WBV959624100 (3a.) NH All officers included	7/2/2012	7/2/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

DHHS, State of NH 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 Jill Charnley/JSC
---	--



www.nhla.org

NEW HAMPSHIRE LEGAL ASSISTANCE

Working for Equal Justice Since 1971

Statement Regarding Certificates of Insurance

Claremont Office
24 Opera House Square
Suite 206
Claremont, NH 03743
603-542-8795
1-800-562-3994
Fax: 603-542-3826

Concord Office
117 North State Street
Concord, NH 03301
603-223-9750
1-800-921-1115
Fax: 603-223-9794

Manchester Office
1361 Elm Street
Suite 307
Manchester, NH 03101
603-668-2900
1-800-562-3174
Fax: 603-622-5576

Portsmouth Office
154 High Street
Portsmouth, NH 03801
603-431-7411
1-800-334-3135
Fax: 603-431-8025

Berlin Office
1131 Main Street
Berlin, NH 03570
603-752-1102
1-800-698-8969
Fax: 603-752-2248

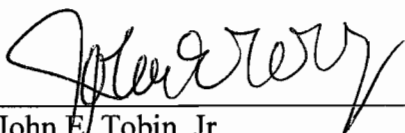
Administration
117 North State Street
Concord, NH 03301
603-224-4107
Fax: 603-224-2053

Catherine A. Cormier
Contracts & Procurement
NH Department of Health and Human Services
129 Pleasant Street
Concord, NH 03301

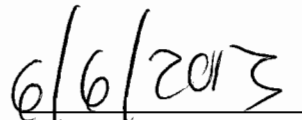
Re: Contract Amendment #1 for New Hampshire Legal Assistance
NH Account #: 05-95-48-481010-78720000-540-500382

Dear Ms. Cormier:

Our liability and worker's compensation insurance currently expires on July 1, 2013. We are currently negotiating with our carrier to renew our policies. Once our policies are renewed, we will send you new Certificates of Insurance showing our continued coverage through July 1, 2014.



John E. Tobin, Jr.
Executive Director



Date

TTY: 1-800-735-2964



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with New Hampshire Legal Services, Concord, New Hampshire (Vendor #154648) to provide Legal Services in an amount not to exceed \$297,261.42 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$148,630.71
2013	540-500382	Social Services	\$148,630.71
Total			\$297,261.42

EXPLANATION

The purpose of this Requested Action is to purchase legal services that allow elderly adults to secure and maintain maximum independence and dignity. Legal services meet the needs of those individuals who require the assistance of a lawyer or paralegal and who meet Title III Older American Act (OAA) requirements which stipulate that participants must be age sixty (60) or older and have the greatest economic and/or social needs. Participants receive legal, financial and consumer information and education that enhance and increase financial literacy and help prevent identity theft and financial exploitation of older individuals.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Legal Services to eligible individuals statewide and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

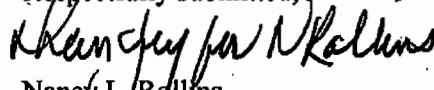
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

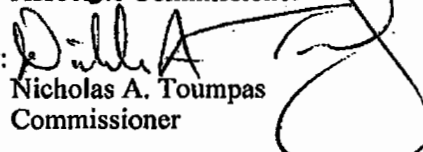
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Newport Senior Center, Inc.



State of New Hampshire
Department of Health and Human Services
Amendment #2 for Newport Senior Center, Inc.

This second Amendment to the Nutrition, Transportation, Homemaker, Home Health Aide and Community Elder Support services contract (hereinafter referred to as "Amendment #2") dated this 5th day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Newport Senior Center, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 76 South Main Street, Newport, NH 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$2,000,780.01.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete Section IV. Home Health Aide Services for the period of July 1, 2013 through June 30, 2014.

Contractor Initials
Date

J. F. Wilkey
6-6-13

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Newport Senior Center, Inc.**



- c) Delete Section V. Homemaker Services for the period of July 1, 2013 through June 30, 2014.
- d) Delete and replace Section VII Other Terms and Conditions.
- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 - 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 - 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials
Date

J. F. W.
6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Newport Senior Center, Inc.



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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Newport Senior Center, Inc.

6/6/13
Date

Joan F. Willey, President
NAME
TITLE

Acknowledgement:

State of New Hampshire, County of Sullivan on June 6, 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016

Contractor Initials: J.F.W.
Date: 6-6-13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Newport Senior Center, Inc.



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

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Joanne P. Herrick
Name: Joanne P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: J.F.W.
Date: 6/6/13

SECTION VII: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

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

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	13,752
Community Elder Support Services	Cost Reimbursement	\$2,888.71	1
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	38,269
Nutrition Services: Congregate Meals	Per meal	\$4.90	24,335
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	28,848
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	7,276
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	300

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult

Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

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

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

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

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

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

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

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

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

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

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

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

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

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

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

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

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

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

SPECIAL PROVISIONS – DEFINITIONS

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

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

DEPARTMENT: NH Department of Health and Human Services.

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

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

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

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

NH Department of Health and Human Services

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

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

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

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

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

(2) Use and Disclosure of Protected Health Information.

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

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

(3) Obligations and Activities of Business Associate.

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

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

(4) Obligations of Covered Entity

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

(5) **Termination for Cause**

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

(6) **Miscellaneous**

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

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

Department of Health & Human Services
The State Agency Name

Newport Senior Center, Inc.
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Joan F. Willey, President
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Joan F. Willey, President
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

7 June 2013
Date

6/6/13
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors
(Name of Governing Board)

of Newport Senior Center, Inc.
(Name of Corporation)

on March 1, 2005 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the President and/or Vice President, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)

Joan F. Willey and/or Larry K. Eaton is the duly elected (Title) President and/or Vice President of this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Carol A. Hammond
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

no corporate seal

STATE OF NEW HAMPSHIRE

COUNTY OF Sullivan

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that she he executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

[Signature]
Notary Public/Justice of the Peace

My commission expires:

WENDY A. CALLUM
Notary Public - New Hampshire
My Commission Expires June 8, 2016

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 NEWPORT SENIOR CENTER, INC. is a New Hampshire nonprofit corporation formed September 11, 1979. 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 22nd day of April A.D. 2013

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

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

NEWPO-9

OP ID: BC

DATE (MM/DD/YYYY)

05/07/13

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

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

PRODUCER McCrillis & Eldredge Ins, Inc. 2 North Main Street Newport, NH 03773 David McCrillis	603-863-3636 603-863-5177	CONTACT NAME: PHONE (A/C, No, Ext): E-MAIL ADDRESS:	FAX (A/C, No):
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Philadelphia Ins Companies	
		INSURER B: Ace American Insurance Co	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY			PHPK963332	01/06/13	01/06/14	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY		DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000				
	☐ CLAIMS-MADE ☒ OCCUR		MED EXP (Any one person) \$ 5,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG \$ 2,000,000
A	☒ AUTOMOBILE LIABILITY			PHPK963332	01/06/13	01/06/14	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☐ ANY AUTO		BODILY INJURY (Per person) \$				
	☐ ALL OWNED AUTOS	☒ SCHEDULED AUTOS	BODILY INJURY (Per accident) \$				
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS	PROPERTY DAMAGE (Per accident) \$				
A	☒ UMBRELLA LIAB			PHUB407641	01/06/13	01/06/14	EACH OCCURRENCE \$ 1,000,000
	☐ EXCESS LIAB		AGGREGATE \$				
	☐ DED	☒ RETENTION \$ 10000					
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			5B923529-13	04/18/13	04/18/14	WC STATU-TORY LIMITS ☐ OTH-ER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

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

2006 BUICK LUCERNE PPT 1G4HP572X6U148253

CERTIFICATE HOLDER**CANCELLATION**

STATE-1

STATE OF NH-DEPT OF HEALTH &
HUMAN SERVICES, DIV OF ELDERLY
& ADULT SERVICES
129 PLEASANT ST
CONCORD, NH 03301-3843

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

Bea A Cochran

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

May 9, 2013

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to amend an existing Agreement (Purchase Order #1023682) with Newport Senior Center, Inc., Newport, New Hampshire (Vendor #177250) to provide Nutrition Services by decreasing the number of congregate meals and decreasing the price limitation by \$1,523.90 from \$1,403,741.46 to \$1,402,217.56, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #211).

Funding is available in the following accounts for State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$100,748.48	\$ 0.00	\$100,748.48
2012	540-500382	Social Services	\$ 18,381.29	\$ 0.00	\$ 18,381.29
2012	541-500383	Meals-Home Delivered/Congregate	\$360,950.80	\$ 0.00	\$360,950.80
2013	512-500352	Transportation	\$100,748.48	\$ 0.00	\$100,748.48
2013	540-500382	Social Services	\$ 18,381.29	\$ 0.00	\$ 18,381.29
2013	541-500383	Meals-Home Delivered/Congregate	\$360,950.80	(\$1,523.90)	\$359,426.90
Subtotal			\$960,161.14	(\$1,523.90)	\$958,637.24

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 27,885.48	\$ 0.00	\$ 27,885.48
2012	544-500386	Meals-Home Delivered	\$193,904.68	\$ 0.00	\$193,904.68
2013	542-500384	Homemaker	\$ 27,885.48	\$ 0.00	\$ 27,885.48
2013	544-500386	Meals-Home Delivered	\$193,904.68	\$ 0.00	\$193,904.68

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
Sub-Total			\$443,580.32	\$ 0.00	\$443,580.32
Total			\$1,403,741.46	(\$1,523.90)	\$1,402,217.56

EXPLANATION

The purpose of this Requested Action is to amend an existing Agreement with Newport Senior Center, Inc. to decrease nutrition service units for congregate meals by 311 meals for a total reduction of \$1,523.90 through June 30, 2013. The reduction identified above was based upon an analysis of units served resulting in the need for less units than originally contracted for.

Should the Governor and Executive Council determine to not authorize this contract amendment there would be insufficient appropriations to cover the full contract amount.

The original contract was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on the Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for Newport Senior Center, Inc. is attached

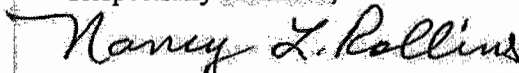
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractors were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

Areas served: See attached list of cities and towns served.

Sources of Funds: 54.63% Federal (Administration on Aging Grant and Social Services Block Grant) and 45.37% General Funds.

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

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Newport Senior Center, Inc., Newport, New Hampshire (Vendor #177250) to provide Community Elder Support Services, Home Health Aide, Homemaker, Nutrition and Transportation services, in an amount not to exceed \$1,403,741.46 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$100,748.48
2012	540-500382	Social Services	\$18,381.29
2012	541-500383	Meals-Home Delivered/Congregate	\$360,950.80
2013	512-500-352	Transportation	\$100,748.48
2013	540-500382	Social Services	\$18,381.29
2013	541-500383	Meals-Home Delivered/Congregate	\$360,950.80
Subtotal			\$960,161.14

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND
HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS,
SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$27,885.48
2012	544-500386	Meals-Home Delivered	\$193,904.68
2013	542-500384	Homemaker	\$27,885.48
2013	544-500386	Meals-Home Delivered	\$193,904.68
Sub-Total			\$443,580.32
Total			\$1,403,741.46

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Home Health Aide, Homemaker and Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals and Community Elder Support Services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Community Elder Support Services, Home Health Aide, Homemaker, Nutrition and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

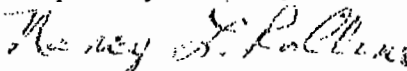
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 54.63% Federal (Administration on Aging and Social Services Block Grant) and 45.37% General Funds.

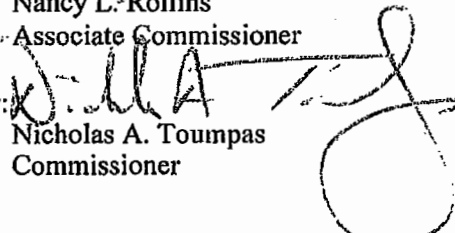
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for North Country Home Health & Hospice Agency, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for North Country Home Health & Hospice Agency, Inc.**

This second Amendment to the Adult In Home Care, Home Health Aide and Homemaker services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, 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 organized under the laws of the State of New Hampshire, with a place of business at 536 Cottage Street, Littleton, New Hampshire 03561.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 8, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on June 20, 2012, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read ~~\$351,482.33~~.

~~\$351,482.33~~
\$336,635.33

EB
6/11/13

- 2) Amendment and modification of Exhibit A:

- a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

- b) Delete and replace Section III Other Terms and Conditions.

Contractor Initials: EB
Date: 6/5/13

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for North Country Home Health & Hospice Agency, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: EB
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for North Country Home Health & Hospice Agency, Inc.



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

North Country Home Health & Hospice
Agency, Inc.

6/5/13
Date

Elaine Bussey
NAME Elaine Bussey
TITLE Executive Director

Acknowledgement:

State of N.H., County of Grafton on JUNE 5, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Brandi A. Tilton
Name and Title of Notary or Justice of the Peace

BRANDI A. TILTON, Notary Public
My Commission Expires May 25, 2016

Contractor Initials: EB
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for North Country Home Health & Hospice Agency, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11 Jun. 2013
Date

John C. Herrick
Name: *John C. Herrick*
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:

Contractor Initials: *EB*
Date: *6/5/13*

SECTION III: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	223
Home Health Aide Services	Per half hour	\$11.65	1,160
Funding: Title XX			
Homemaker	Per half hour	\$7.46	2,916
Adult In Home Care	Per hour	\$13.67	3,846
Adult In Home Care-APS	Per hour	\$15.85	3,146

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services North Country Home Health & Hospice Agency, Inc.
The State Agency Name Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Elaine Bussey, MS, RN
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Elaine Bussey, MS, RN
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

10 June 2013
Date

6/5/13
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors of North Country Home Health + Hospice Agency, Inc.
(Name of Governing Board) (Name of Corporation)

on October 19, 2011 which was duly called at which a quorum was present:

"On motion duly made and seconded, it was voted to authorize

the Executive Director, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Elaine Bussey is the duly elected (Title) Executive Director of this corporation and is still qualified and serving in such capacity.

June 5, 2013
(Date)

Kevin Woodson
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Grafton

On June 5, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.

[Signature]
Notary Public/Justice of the Peace

My commission expires:

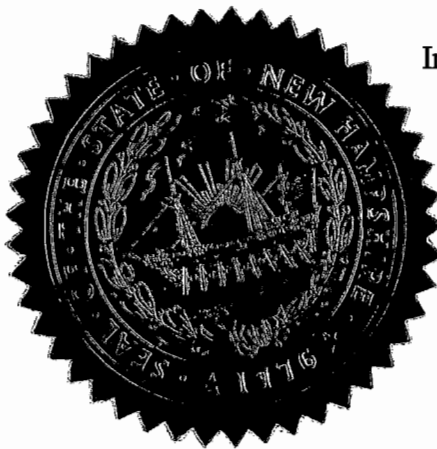
BRANDI A. TILTON, Notary Public
My Commission Expires May 25, 2016

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 formed March 18, 1970. 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 14th day of March A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



North Country Home Health & Hospice Agency

In The Business of Caring Since 1971

536 Cottage Street
Littleton, NH 03561

Tel: 603-444-5317
Fax: 603-444-0980

Secretary of State
State House Room 204
107 North Main St.
Concord, NH 03301

6/05/13

Dear Secretary,

Enclose is a check for \$5.00 for North Country Home Health & Hospice Agency, Inc. to receive our updated Certificate of Good Standing/Legal Existence certificate. The name on the certificate should be;

North Country Home Health & Hospice Agency, Inc.

The name and address to mail the certificate is;

Elaine Bussey
Executive Director
North Country Home Health & Hospice Agency, Inc.
536 Cottage St.
Littleton, NH 03561

Please let me know if you have any questions.

Thank you,

Elaine Bussey, MS, RN
Elaine Bussey, MS, RN
Executive Director

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY INC.

25740

REFERENCE NO.	DESCRIPTION	INVOICE DATE	INVOICE AMOUNT	DISCOUNT TAKEN	AMOUNT PAID
7/7/13		6/7/13	5.00		5.00

CHECK DATE	CHECK NO.	PAYEE	DISCOUNTS TAKEN	CHECK AMOUNT
6/7/13	25740	State of NH - Sec. Of State		\$5.00

PRODUCT DL1275 USE WITH 01564 ENVELOPE

PRINTED IN U.S.A.

A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
01112013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hunkins & Eaton Agency, Inc. 93 Main Street Littleton NH 03561	CONTACT NAME: PHONE (A/C, No, Ext): 603-444-3975 FAX (A/C, No): E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Union Mutual Fire Insurance Company NAIC # 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 VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY			BOP0008460-04	11/12/2012	11/12/2013	EACH OCCURRENCE
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)
							PERSONAL & ADV INJURY
							GENERAL AGGREGATE
GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC							PRODUCTS - COMP/OP AGG \$
A	AUTOMOBILE LIABILITY			BOP0008460-04	11/12/2012	11/12/2013	COMBINED SINGLE LIMIT (Ea accident)
	☐ ANY AUTO						BODILY INJURY (Per person)
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)
	☒ HIRED AUTOS	☒ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)
							\$
A	UMBRELLA LIAB	☒	OCCUR	UC0389297	11/12/2012	11/12/2013	EACH OCCURRENCE
	EXCESS LIAB		CLAIMS-MADE				AGGREGATE
	DED ☒	RETENTION \$10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐	N/A				OTH-ER
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT
							E.L. DISEASE - EA EMPLOYEE
							E.L. DISEASE - POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Home Health Agency

CERTIFICATE HOLDER

NH Department of Health & Human Services
 Bureau of Elderly & Adult Services
 129 Pleasant Street The Brown Building
 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

Gregory C. Eastman <TD>

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/05/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Ins Agency Inc 11 Concord St. Nashua, NH 03064		CONTACT NAME: Debbie Rioux PHONE (A/C, No, Ext): 603 882-2766 FAX (A/C, No): 603 886-4230 E-MAIL ADDRESS: drioux@eatonberube.com	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Medical Mutual Ins Co of Maine	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

INSURED	CERTIFICATE NUMBER:	REVISION NUMBER:
North Country Home Health & Hospice Agency, Inc. 536 Cottage St. Littleton, NH 03561		

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC						
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS						
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☐ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Claims Made			NHHCP000743 Retro Date	11/12/2012 04/12/1986	11/12/2013	\$1,000,000 Each Claim \$3,000,000 Aggregate

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER NH Department of Elderly & Adult Services 129 Pleasant Street, The Brown Building 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 
---	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

NORTCOU-07

KKUHN

DATE (MM/DD/YYYY)

6/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER TD Insurance, Inc. PO Box 406 Portland, ME 04112	CONTACT NAME: Andrea Nicklin		
	PHONE (A/C, No, Ext): (800) 723-2877	FAX (A/C, No): (877) 775-0110	
	E-MAIL ADDRESS: andrea.nicklin@tdinsure.com		
INSURED North Country Home Health Agcy 536 Cottage Street Littleton, NH 03561	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Technology Insurance Company		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	
	GENERAL LIABILITY						EACH OCCURRENCE	\$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
							GENERAL AGGREGATE	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	\$
	☐ POLICY ☐ PROJECT ☐ LOC							\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$
	☐ ANY AUTO						BODILY INJURY (Per person)	\$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident)	\$
								\$
	UMBRELLA LIAB						EACH OCCURRENCE	\$
	☐ EXCESS LIAB	☐ OCCUR					AGGREGATE	\$
	☐ DED ☐ RETENTION \$	☐ CLAIMS-MADE						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		TWC3323901	7/1/2012	7/1/2013	☒ WC STATUTORY LIMITS	☐ OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Dept of Health & Human Service State of New Hampshire
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

TD Insurance, Inc.

© 1988-2010 ACORD CORPORATION. All rights reserved.



North Country Home Health & Hospice Agency

In The Business of Caring Since 1971

536 Cottage Street
Littleton, NH 03561

Tel: 603-444-5317
Fax: 603-444-0980

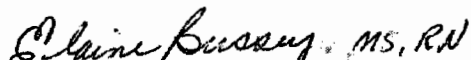
Cynthia Carpenter, Contract Specialist
Contracts & Procurement
DHHS, State of New Hampshire
129 Pleasant Street
Concord, NH 03301

Dear Cynthia,

North Country Home Health & Hospice Agency, Inc. is committed to renewing our contract with the Bureau of Elderly and Adult services for this upcoming fiscal year to continue to provide quality home care services to our clients. As we have for the past several years we will continue to maintain all the appropriate state and federal requirements, insurances, licenses and certificates. Our current Certificate of Insurance for workers compensation expires on July 1, 2013 and we are in the process at this time of renewing that contract prior to the expiration date. We fully intend to fulfill our duty under the contract to provide the required insurance coverage and we will provide the State with a certificate of insurance proving coverage as soon as it is received.

In addition our Certificate of Good Standing from the Secretary of State is currently dated March 14, 2013. We have requested a new Certificate to comply with the request to have Certificate of Good Standing dated after April 1, 2013. Once that certificate is received we will forward to you. Thank you for your assistance in this renewal process and please let me know if you need any further information.

Sincerely,


Elaine Bussey, MS, RN
Executive Director



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate
Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 24, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order State Fiscal Year 2012 #1016465) with Grafton County Senior Citizens Council, Inc., Lebanon, New Hampshire (Vendor #177675) to provide Adult In-Home Care, Community Elder Support Services, Homemaker, Nutrition and Transportation services, by decreasing the price limitation by \$427,296.01 from \$3,165,241.62 to \$2,737,945.61 and terminating scope of services for Adult In-Home Care and Homemaker, in Grafton County, in State Fiscal Year 2013 effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #212).

2) Contingent upon approval of Requested Action #1, Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order State Fiscal Year 2012 #1016452) with North Country Home Health and Hospice Agency, Inc., Littleton, New Hampshire (Vendor #154643) to provide Homemaker and Home Health Aide services, by increasing the price limitation by \$136,010.50 from \$59,384.00 to \$195,394.50, adding Adult In Home Care to the scope of services and increasing Homemaker units to serve individuals in northern Grafton County, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #220).

3) Contingent upon approval of Requested Action #1, Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order #1019087) with Lakes Region Community Services Council, d/b/a Lakes Region Community Services, Post Office Box 509, Laconia, New Hampshire (Vendor #177251) to provide developmental and acquired brain disorder services by increasing the price limitation by \$228,943.56 from \$2,321,756.00 to \$2,550,699.56 and adding Adult In Home Care and Homemaker to the scope of services to serve individuals in southern Grafton County, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 8, 2011 (Item #136).

The following tables are relative to Requested Action #1, Grafton County Senior Citizens Council, Inc.

Funds are available in the following accounts in State Fiscal Years 2012 and 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$258,300.00	(\$8,610.00)	\$249,690.00
2012	540-500382	Social Services	\$22,557.80	\$0.00	\$22,557.90
2012	541-500383	Meals-Home Delivered/Congregate	\$590,843.96	(\$15,680.00)	\$575,163.96
2013	512-500-352	Transportation	\$258,300.00	\$0.00	\$258,300.00
2013	540-500382	Social Services	\$22,557.80	(\$7,925.00)	\$14,632.80
2013	541-500383	Meals-Home Delivered/Congregate	\$590,843.96	\$0.00	\$590,843.96
Subtotal			\$1,743,403.52	(\$32,215.00)	\$1,711,188.52

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$52,675.06	\$0.00	\$ 52,675.06
2012	543-500385	Adult In Home Care	\$287,725.95	(\$54,680.00)	\$233,045.95
2012	544-500386	Meals-Home Delivered	\$370,518.04	\$0.00	\$370,518.04
2013	542-500384	Homemaker	\$52,675.06	(\$52,675.06)	\$0.00
2013	543-500385	Adult In Home Care	\$287,725.95	(\$287,725.95)	\$0.00
2013	544-500386	Meals-Home Delivered	\$370,518.04	\$0.00	\$370,518.04
Sub-Total			\$1,421,838.10	(\$395,081.01)	\$1,026,757.09
Total			\$3,165,241.62	(\$427,296.01)	\$2,737,945.61

The following tables are relative to Requested Action #2, North Country Home Health and Hospice Agency, Inc.

Funds are available in the following accounts in State Fiscal Years 2012 and 2013, contingent upon approval of Requested Action #1.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	540-500382	Social Services	\$15,145.00	\$0.00	\$15,145.00

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	540-500382	Social Services	\$15,145.00	\$3,962.50	\$19,107.50
Subtotal			\$30,290.00	\$3,962.50	\$34,252.50

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$14,547.00	\$0.00	\$14,547.00
2012	543-500385	Adult In Home Care	\$0.00	\$7,380.00	\$7,380.00
2013	542-500384	Homemaker	\$14,547.00	\$7,460.00	\$22,007.00
2013	543-500385	Adult In Home Care	\$0.00	\$117,208.00	\$117,208.00
Sub-Total			\$29,094.00	\$132,048.00	161,142.00
Total			\$59,384.00	\$136,010.50	\$195,394.50

The following tables are relative to Requested Action #3, Lakes Region Community Services Council

Funds are available in the following accounts in State Fiscal Years 2012 and 2013, contingent upon approval of Requested Action #1.

05-95-93-930010-7013 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DEVELOPMENTAL SERV- DIV OF, DIV OF DEVELOPMENTAL SVCS, FAMILY SUPPORT SERVICES

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$1,076,196.00	\$0.00	\$1,076,196.00
2013	102-500731	Contracts for program services	\$1,076,196.00	\$0.00	\$1,076,196.00
Subtotal			\$2,152,392.00	\$0.00	\$2,152,392.00

05-95-93-930010-7014 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:DEVELOPMENTAL SERV- DIV OF, DIV OF DEVELOPMENTAL SVCS, EARLY INTERVENTION

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$74,682.00	\$0.00	\$74,682.00
2013	102-500731	Contracts for program services	\$74,682.00	\$0.00	\$74,682.00
Subtotal			\$149,364.00	\$0.00	\$149,364.00

05-95-93-930010-5050 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS,
HHS:DEVELOPMENTAL SERV- DIV OF, DIV OF DEVELOPMENTAL SVCS, TWWIA

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	102-500731	Contracts for program services	\$20,000.00	\$0.00	\$20,000.00
2013	102-500731	Contracts for program services	\$0.00	\$0.00	\$0.00
Subtotal			\$20,000.00	\$0.00	\$20,000.00

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	540-500382	Social Services	\$0.00	\$3,962.50	\$3,962.50

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$0.00	\$1,865.00	\$1,865.00
2012	543-500385	Adult In Home Care	\$0.00	\$7,380.00	\$7,380.00
2013	542-500384	Homemaker	\$0.00	\$45,215.06	\$45,215.06
2013	543-500385	Adult In Home Care	\$0.00	\$170,521.00	\$170,521.00
Sub-Total			\$0.00	\$224,981.06	\$224,981.06
Total			\$2,321,756.00	\$228,943.56	\$2,550,699.56

EXPLANATION

Relative to Requested Action #1, Grafton County Senior Citizens Council, Inc.

The purpose of this Requested Action is to amend an existing Agreement to decrease units of services for Transportation, Congregate Meals, and Adult In Home Care for State Fiscal Year 2012 and to terminate scope of services for Adult In Home Care and Homemaker for State Fiscal Year 2013. In State Fiscal Year 2012, Grafton County Senior Citizens Council is decreasing units of service by: 1,500 units of Transportation due to a decline in ridership as individuals move out of the community or enter into nursing homes; 3,200 units of Congregate Meals due to individuals not meeting the eligibility requirements under this contract; and 4,000 units of Adult In Home Care because the cost exceeds the state reimbursement amount and other funding sources resulting in an outstanding balance that could not be covered by this agency. Additionally, Grafton County Senior Citizens Council, Inc. notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012 that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to approximately ninety (90) clients being served under this contract. The Board of Directors of Grafton County Senior Citizens Council, Inc. decided to focus their limited resources on the other programs their agency provides to its community.

Grafton County Senior Citizens Council Inc., has reached out to many community partners to continue to provide Adult In Home Care and Homemaker services for their existing clients beginning July 1, 2012 through June 30, 2013. As a result, the Bureau of Elderly and Adult Services is submitting for Governor and Executive Council approval, two sole source contract amendments with North Country Home Health and Hospice Agency, Inc., in Littleton (Requested Action #2), to serve clients in northern Grafton County and to Lakes Region Community Services Council, in Laconia (Requested Action #3), to serve clients in southern Grafton County. These direct care social services will allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life.

Should the Governor and Executive Council determine to not authorize this contract amendment, funding for Requested Action #2 and #3 will not be available and the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or other community based care programs.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System. The bid summary for Grafton County Senior Citizens Council Inc., is attached (See Attachment #1).

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #3 for the list of towns/cities served.

Sources of Funds: 48.88% Federal (Administration on Aging and Social Services Block Grant) and 51.12% General Funds.

Relative to Requested Action #2, North Country Home Health and Hospice Agency, Inc.

This amendment is designated as sole source because the Bureau of Elderly and Adult Services is adding to North Country Home Health & Hospice Agency's existing Agreement, the scope of services for Adult In Home Care and additional Homemaker units without a bid to seek vendors to provide these services to an estimated forty (40) clients currently receiving Adult In Home Care services under the contract with Grafton County Senior Citizens Council. Grafton County Senior Citizens Council notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012, that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to these clients. With the immediate need to find another provider for these services, Grafton County Senior Citizens Council approached many agencies, including North Country Home Health and Hospice Agency, to continue to provide Adult In Home Care services to Adult Protective and non-Protective clients in northern Grafton County. The other agencies that had been contacted chose not to take on the clients for various reasons. However, based on the need in this community,

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 24, 2012
Page 6

North Country Home Health and Hospice Agency agreed to expand their scope of services so that clients continue receiving Adult In Home Care services during a transitional period in June 2012 through June 30, 2013.

Additionally, this Requested Action is to amend this existing Agreement to increase Homemaker units by 1,000 to serve these transitioning clients that may be assessed of needing Homemaker rather than Adult In Homecare.

North County Home Health & Hospice Agency's original contract approved by Governor and Executive Council on June 22, 2011 (item #220) for Homemaker and Home Health Aide services was awarded in response to a Request for Proposals for social services that included Adult In Home Care released on Department of Health and Human Services' web site on February 25, 2011. The bid summary for North Country Home Health and Hospice Agency, Inc. is attached (See Attachment #2). A Request for Proposals will be released for State Fiscal Years 2014 and 2015 to procure social services that include these services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. Adult In Home Care is a direct care social service that allows the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #4 for the list of towns/cities served.

Sources of Funds: 48.45% Federal (Administration on Aging and Social Services Block Grant) and 51.55% General Funds.

Relative to Requested Action #3, Lakes Region Community Services Council

This amendment is designated as sole source because the Bureau of Elderly and Adult Services is adding to Lakes Region Community Services Council's existing Agreement, the scope of services for Adult In Home Care and Homemaker without a bid to seek vendors to provide these services to an estimated fifty (50) clients currently receiving Adult In Home Care and Homemaker services under the contract with Grafton County Senior Citizens Council. Grafton County Senior Citizens Council notified the Bureau of Elderly and Adult Services, in a letter dated March 4, 2012, that effective July 1, 2012 through June 30, 2013, they will no longer provide Adult In Home Care and Homemaker Services to these clients. With the immediate need to find another provider for these services, Grafton County Senior Citizens Council approached many agencies, including Lakes Region Community Services Council, to continue to provide Adult In Home Care and Homemaker services to Adult Protective and non-Protective clients in southern Grafton County. The other agencies that had been contacted chose not to take on the clients for various reasons. However, based on the need in this community, Lakes Region Community Services Council agreed to expand their scope of services so that clients continue receiving Adult In Home Care and Homemaker services during a transitional period in June 2012 through June 30, 2013.

Lakes Region Community Services Council's original contract, approved by Governor and Executive Council on June 8, 2011 (item #136), for developmental and acquired brain disorder services was awarded pursuant to RSA 171-A: 2, I.-b that establishes area agencies as nonprofit corporations designated to serve a geographic region established by rules adopted by the Bureau of Developmental Services to provide services to developmentally disabled persons in that area. Lakes Region Community Services Council is designated to service Region III. A Request for Proposals for social services that included Adult In Home Care and Homemaker services was released on Department of Health and Human Services' web site on February 25, 2011. This agency did not submit a bid. However, they are in good standing with the Bureau of Development Services and have the licensure required to provide these services. A Request for Proposals will be released for State Fiscal Years 2014 and 2015 to procure social services that include these services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs. Adult In Home Care and Homemaker are direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

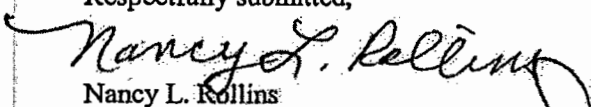
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their homes and communities and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See Attachment #5 for the list of towns/cities served.

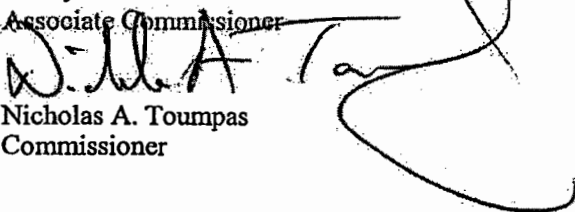
Sources of Funds: 48.33% Federal (Administration on Aging and Social Services Block Grant) and 51.67% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support these programs in the above Requested Actions.

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with North Country Home Health and Hospice Agency, Inc., Littleton, New Hampshire (Vendor #154643) to provide Home Health Aide and Homemaker services, in an amount not to exceed \$59,384.00, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$15,145.00
2013	540-500382	Social Services	\$15,145.00
Subtotal			\$30,290.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$14,547.00
2013	542-500384	Homemaker	\$14,547.00
Sub-Total			\$29,094.00
Total			\$59,384.00

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Home Health Aide and Homemaker services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Home Health Aide and Homemaker services to eligible individuals in the catchment area identified in this contract was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

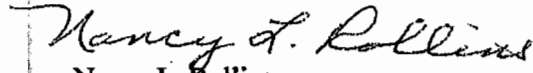
Area served: See attached list of towns/cities served.

Sources of Funds: 52.31% Federal (Administration on Aging and Social Services Block Grant) and 47.69% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

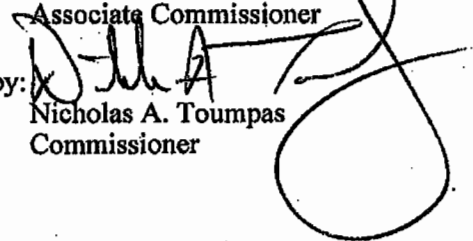
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Ossipee Concerned Citizens, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Ossipee Concerned Citizens, Inc.**

This first Amendment to the Nutrition Services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Ossipee Concerned Citizens, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 3 Dore Street, Center Ossipee, NH 03814.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$1,096,964.46.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section III Other Terms and Conditions.

Contractor Initials: AO
Date: 6/6/2013

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Ossipee Concerned Citizens, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: MA
Date: 6/6/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Ossipee Concerned Citizens, Inc.



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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Ossipee Concerned Citizens, Inc.

6/6/2013
Date

H James Dolan
NAME H James Dolan
TITLE Chairman Board of Directors

Acknowledgement:

State of New Hampshire, County of Carroll on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Tracy J. Craig Justice of the Peace
Name and Title of Notary or Justice of the Peace exp. 03-06-2018
Tracy J. Craig

Contractor Initials: JD
Date: 6/6/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Ossipee Concerned Citizens, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Jeanne P. Herrick
Name: Jeanne P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: THO
Date: 6/6/2013

SECTION III: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	18,963
Nutrition Services: Congregate Meals	Per meal	\$4.90	18,324
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	25,342
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	3,818
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	730

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DEPARTMENT OF
HEALTH AND HUMAN SERVICES

The State Agency Name

Ossipee Concerned Citizens, Inc.
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

H. James Dolan
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Chairman Board of Directors
Title of Authorized Representative

7 June 2013
Date

6/6/2013
Date

ABSTRACT OF CORPORATE MINUTES
Ossipee Concerned Citizens, Inc.

The following is a true abstract from minutes of meeting

of Board Of Directors OF Ossipee Concerned Citizens, Inc
(Name of Governing Board) (Name of Corporation)

on March 12, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the Chairman or in his absence The Vice Chairman, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
H. James Dolan is the duly elected (Title) Chairman
of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Robert A. Moni
Secretary

(Imprint seal of corporation : "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.

Tracey J. Argen
Notary Public, Justice of the Peace

My commission expires: March 6, 2018

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 OSSIPPEE CONCERNED CITIZENS, INC. is a New Hampshire nonprofit corporation formed May 12, 1975. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 11th day of June A.D. 2013

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/08/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Antonucci Insurance Services, Inc. PO Box 1115 Wolfeboro Falls NH 03896	CONTACT NAME: TINA ANTONUCCI PHONE (A/C No. Ext): 603-568-8933 FAX (A/C No.): 603-568-8936 E-MAIL ADDRESS: TINA@ANTONUCCIINSURANCE.COM
INSURED	Ossipee Concerned Citizens Inc PO Box 426 Center Ossipee NH 03814-0426	INSURER(S) AFFORDING COVERAGE INSURER A: WESTERN WORLD (SOUTHERN CROSS UNDERWRITERS) INSURER B: PEERLESS INSURANCE (DB WARLICK & CO) INSURER C: USLI (SOUTHERN CROSS UNDERWRITERS) INSURER D: INSURER E: INSURER F:

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR		NPP1340796	09/08/2012	09/08/2013	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 \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO- TECT ☐ LOC					\$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	☒ UMBRELLA LIAB ☒ OCCUR EXCESS LIAB CLAIMS-MADE DED ☒ RETENTION \$ 25,000			CUP1005455C	09/08/2012	09/08/2013
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 / A	WC9340947	08/22/2012	08/22/2013	☒ WC STATU- TORY LIMITS ☐ CTH- ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYER \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of New Hampshire
NH Dept. of Health & Human Services
Bureau of Elderly & Adult Services
Attn: Cindy Carpenter
129 Pleasant St
Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Tina L. Antonucci



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-851-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Ossipee Concerned Citizens, Inc., Center Ossipee, New Hampshire (Vendor #170158) to provide Nutrition services, in an amount not to exceed \$746,965.00 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	541-500383	Meals-Home Delivered/Congregate	\$214,153.80
2013	541-500383	Meals-Home Delivered/Congregate	\$214,153.80
Subtotal			\$428,307.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals-Home Delivered	\$159,328.70
2013	544-500386	Meals-Home Delivered	\$159,328.70
Sub-Total			\$318,657.40

Total			\$746,965.00
-------	--	--	--------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Home Delivered and Congregate Meals services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 53.59% Federal (Administration on Aging and Social Services Block Grant) and 46.41% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

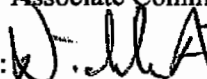
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Rockingham Nutrition and Meals on Wheels Program, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Rockingham Nutrition and Meals on Wheels Program, Inc.**

This first Amendment to the Nutrition, Transportation and Community Elder Support Services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Rockingham Nutrition and Meals on Wheels Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 106 North Road, Brentwood, NH 03833.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$4,150,190.24.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section V Other Terms and Conditions.

Contractor Initials: *JP*

Date: *6/5/13*

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Rockingham Nutrition and Meals on Wheels Program, Inc.



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #3:
 3. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: SP
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Rockingham Nutrition and Meals on Wheels Program, Inc.



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Rockingham Nutrition and Meals on Wheels
Program, Inc.

June 5, 2013
Date

Debra Fern
NAME
TITLE

Acknowledgement:

State of New Hampshire, County of Rockingham on June 5, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Jaymie L. Chagnon
Name and Title of Notary or Justice of the Peace

JAYMIE LEE CHAGNON
Notary Public - New Hampshire
My Commission Expires February 2, 2016

Contractor Initials: MP
Date: 6/5/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Rockingham Nutrition and Meals on Wheels Program, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

7 Jun. 2013
Date

Janet E. Herrick
Name: Janet E. Herrick
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:

Contractor Initials: [Signature]
Date: 6/5/13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	20,442
Community Elder Support Services	Cost Reimbursement	\$12,550.48	1
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	99,104
Nutrition Services: Congregate Meals	Per meal	\$4.90	37,705
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	71,134
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	19,194
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	1,200

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services
The State Agency Name

Rockingham Nutrition + Meals on Wheels
Name of the Contractor Program

Nancy L. Rollins
Signature of Authorized Representative

Debra Perou
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Debra Perou
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Executive Director
Title of Authorized Representative

ce June 2013
Date

June 5, 2013
Date

Rockingham Nutrition & Meals On Wheels Program, Inc.
(Name of Corporation)

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Directors of Rockingham Nutrition & Meals On Wheels Program, Inc.
(Name of Governing Board) (Name of Corporation)

On September 13, 2012 which was duly called at which a quorum was present:

"On motion duly made and seconded, it was voted to authorize the Chairman, Vice-Chairman, Secretary/Treasurer, or Executive Director to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Debra Perou is the duly elected (Title) Executive Director of this corporation and is still qualified and serving in such capacity.

6-5-13

(Date)

Diane G. Kerr

Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE

COUNTY OF Rockingham

On June 5, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Jaymie L. Chagnon
Notary Public/Justice of the Peace

My commission expires: _____

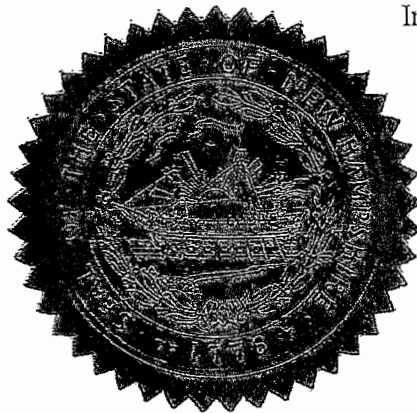
JAYMIE LEE CHAGNON
Notary Public - New Hampshire
My Commission Expires February 2, 2016

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 ROCKINGHAM NUTRITION AND MEALS ON WHEELS PROGRAM, INC. is a New Hampshire nonprofit corporation formed October 30, 1978. 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 20th day of June A.D. 2012

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



Rockingham Nutrition & Meals On Wheels Program

106 North Road • Brentwood, NH 03833

(603) 679-2201 • Fax: (603) 679-2206 • Admin@RNMOW.org

June 5, 2013

Secretary of State
Corporate Division
State of New Hampshire
State House 204
107 North Main Street
Concord NH 03301

Please process two certificates of good standing for Rockingham Nutrition and Meals On Wheels Program, Inc.

Please send both copies to:
Rockingham Nutrition and Meals On Wheels Program, Inc.
106 North Road
Brentwood NH 03833

Thank you. Enclosed is a check for \$10.00 to cover the processing fee.

Sincerely,

Debra Perou
Executive Director

DP:jac

ACORD™ CERTIFICATE OF LIABILITY INSURANCEDATE (MM/DD/YY)
06/05/13

PRODUCER PHONE: 603-964-9555

The Demers Agency
PO Box 553
Rye, NH 03870THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION
ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE
HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR
ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

NAIC #

INSURED

Rockingham Nutrition Meals on Wheels Program Inc.
106 North Road
Brentwood, NH 03833-6614

INSURER A: Nationwide Mutual Insurance Company

INSURER B: Penn America Insurance Company

INSURER C: Mount Vernon Fire Ins. Co.

INSURER D: Chartis Insurance Company

INSURER E:

COVERAGES

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, AGGREGATE LIMITS SHOWN
MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCURRENCE ☐ _____ ☐ _____ ☒ GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☒ PROJECT ☐ LOC	PAC 7013094	01/02/13	01/02/14	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	\$ 2,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS ☐ _____	BA 5434058956	09/10/12	09/10/13	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
					BODILY INJURY (Per person)	\$
					BODILY INJURY (Per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
A	BUSINESS OWNERS LIABILITY ☒ LIABILITY AND MEDICAL EXPENSE PERSONAL AND ADVERTISING INJURY ☒ MEDICAL EXPENSES ☒ FIRE LEGAL LIABILITY	BPOM 5343645838	12/11/12	12/11/13	EACH OCCURRENCE	\$ 2,000,000
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 500,000
					MED EXP (Any one person)	\$ 5,000
					GENERAL AGGREGATE	\$ 4,000,000
					PRODUCTS-COMP/OP AGG	\$ 2,000,000
C	DIRECTORS & OFFICERS AND EMPLOYMENT PRACTICES LIABILITY	NDO2005217J	05/02/13	05/02/14	EACH OCCURRENCE	\$1,000,000.
					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ NA
					MED EXP (Any one person)	\$ NA
					PERSONAL & ADV INJURY	\$
					GENERAL AGGREGATE	\$1,000,000.
					PRODUCTS-COMP/OP AGG	\$ NA
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	WC 051-75-7465	9/08/12	9/08/13	☒ WC STATUTORY LIMITS	OTH EA
					E.L. EACH ACCIDENT	
					E.L. DISEASE-EA EMPLOYEE	
					E.L. DISEASE-POLICY LIMIT	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

CERTIFICATE HOLDER

CANCELLATION

State of NH Hampshire
NH Dept. of Health and Human Services
BEAS
129 Pleasant Street
Concord, NH 03301-3857SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION
DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE
TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE
NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR
REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Chris R. Demers



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Rockingham Nutrition and Meals on Wheels Program, Inc., Brentwood, New Hampshire (Vendor #155197) to provide Community Elder Support Services, Nutrition and Transportation services, in an amount not to exceed \$2,820,869.94, effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$123,559.24
2012	540-500382	Social Services	\$14,060.59
2012	541-500383	Meals-Home Delivered/Congregate	\$785,370.18
2013	512-500352	Transportation	\$123,559.24
2013	540-500382	Social Services	\$14,060.59
2013	541-500383	Meals-Home Delivered/Congregate	\$785,370.18
Sub-Total			\$1,845,980.02

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals - Home Delivered	\$487,444.96
2013	544-500386	Meals - Home Delivered	\$487,444.96
Sub-Total			\$974,889.92
Total			\$2,820,869.94

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals and Community Elder Support Services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition, Transportation and Community Elder Support Services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

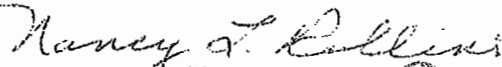
available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 54.35% Federal (Administration on Aging and Social Services Block Grant) and 45.65% General Funds.

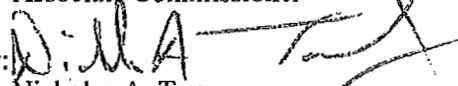
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Somersworth Housing Authority**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Somersworth Housing Authority**

This second Amendment to the Nutrition services contract (hereinafter referred to as "Amendment #21") dated this 5th day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Somersworth Housing Authority, (hereinafter referred to as "the Contractor"), a political subdivision of the City of Somersworth, a political subdivision of the State of New Hampshire, with a place of business at 25A Bartlett Avenue, Somersworth, NH 03878.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on June 5, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$1,418,456.22.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section III Other Terms and Conditions.

Contractor Initials: *REC*

Date: *6/6/2013*

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for Somersworth Housing Authority**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #3:
 3. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Contractor Initials: REC
Date: 10/16/2013

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Somersworth Housing Authority



This Amendment shall be effective upon 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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Somersworth Housing Authority

6/6/2013
Date

Robert E. Johnston Chairman S #A
NAME
TITLE

Acknowledgement:

State of N.H., County of Strafford on June 6, 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Tamera J. Bedard

Name and Title of Notary or Justice of the Peace

TAMERA J. BEDARD, Notary Public
My Commission Expires August 22, 2017

Contractor Initials:

Date: 6/6/2013

State of New Hampshire
Department of Health and Human Services
Amendment #2 for Somersworth Housing Authority



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Jeane P. Herrick
Name: *Jeane P. Herrick*
Title: *Attorney*

I hereby certify that the foregoing contract 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:

Contractor Initials: *RCC*
Date: *6/6/2013*

SECTION III: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	43,404
Nutrition Services: Congregate Meals	Per meal	\$4.90	12,356
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	15,728
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	2,386
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	8,474

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720 000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550 000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part I, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DEPARTMENT OF
HEALTH AND HUMAN SERVICES

The State Agency Name

Somerset Housing Authority

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Robert E. Crichton

Signature of Authorized Representative

NANCY L. ROLLINS

Name of Authorized Representative

Robert E. Crichton

Name of Authorized Representative

ASSOCIATE COMMISSIONER

Title of Authorized Representative

Chairman

Title of Authorized Representative

7 June 2013

Date

6/6/2013

Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Commissioners of Somersworth Housing Authority
(Name of Governing Board) (Name of Corporation)

on June 6, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the Chairman/Executive Director to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Robert Crichton is the duly elected (Title) Chairman of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Deborah D. Evans
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Strafford

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.

Tamara J. Bedard
Notary Public/Justice of the Peace

My commission expires

TAMARA J. BEDARD, Notary Public
My Commission Expires August 22, 2017

A Certificate of Good Standing is not enclosed. The Somersworth Housing Authority (SHA) is not required to have a Certificate of Good Standing because SHA is formed under the authority of RSA 203 (Housing Authority Law) which does not require a Certificate of Good Standing.

CERTIFICATE OF COVERAGE

The New Hampshire Public Risk Management Exchange (Primex) is organized under the New Hampshire Revised Statutes Annotated, Chapter 5-B, Pooled Risk Management Programs. In accordance with those statutes, its Trust Agreement and bylaws, Primex is authorized to provide pooled risk management programs established for the benefit of political subdivisions in the State of New Hampshire.

Each member of Primex is entitled to the categories of coverage set forth below. In addition, Primex may extend the same coverage to non-members. However, any coverage extended to a non-member is subject to all of the terms, conditions, exclusions, amendments, rules, policies and procedures that are applicable to the members of Primex, including but not limited to the final and binding resolution of all claims and coverage disputes before the Primex Board of Trustees. The Additional Covered Party's per occurrence limit shall be deemed included in the Member's per occurrence limit, and therefore shall reduce the Member's limit of liability as set forth by the Coverage Documents and Declarations. The limit shown may have been reduced by claims paid on behalf of the member. General Liability coverage is limited to Coverage A (Personal Injury Liability) and Coverage B (Property Damage Liability) only. Coverage C (Public Officials Errors and Omissions), D (Unfair Employment Practices), E (Employee Benefit Liability) and F (Educator's Legal Liability Claims-Made Coverage) are excluded from this provision of coverage.

The below named entity is a member in good standing of the New Hampshire Public Risk Management Exchange. The coverage provided may, however, be revised at any time by the actions of Primex. As of the date this certificate is issued, the information set out below accurately reflects the categories of coverage established for the current coverage year.

This Certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend, or alter the coverage afforded by the coverage categories listed below.

Participating Member: Somersworth Housing Authority 25 Bartlett Avenue, Suite A PO Box 31 Somersworth, NH 03878		Member Number: 533		Company Affording Coverage: NH Public Risk Management Exchange - Primex Bow Brook Place 46 Donovan Street Concord, NH 03301-2624	
Type of Coverage: ☐ General Liability (Occurrence Form) ☐ Professional Liability (describe) ☐ Claims Made ☐ Occurrence		Effective Date: (mm/dd/yyyy)		Expiring Date: (mm/dd/yyyy)	
☐ Automobile Liability Deductible: Comp and Coll: Any auto:				Limits - NH Statutory Limits May Apply, if Not Each Occurrence: \$ General Aggregate: \$ Fire Damage (Any one fire): \$ Med Exp (Any one person): \$ Combined Single Limit (Each Accident): \$ Aggregate: \$	
☒ Workers' Compensation & Employers' Liability		1/1/2013		1/1/2014 X Statutory Each Accident: \$2,000,000 Disease - Each Employee: \$2,000,000 Disease - Policy Unit: \$ Blanket Limit, Replacement Cost (unless otherwise stated)	
☐ Property (Special Risk includes Fire and Theft)					
Description: Proof of Primex Member coverage only					
CERTIFICATE HOLDER:		Additional Covered Party:		Loss Payee:	
				Primex - NH Public Risk Management Exchange By: <i>James Deane</i>	

Housing Authority Insurance Group
P.O. Box 188
Cheshire, CT 06410

CERTIFICATE OF INSURANCE

Issue Date: 09/11/2012

ID: 773, Endorsement: 01-10A-01-2012-7

Insured: Somersworth Housing Authority
Address: 25 Bartlett Ave., Suite A
P.O. Box 31
Somersworth, NH 03878-3878

Coverages

Type of Insurance	Policy Number	Limits
Commercial Liability	HARRG-773-118134-2012S	General Aggregate: \$ 2,000,000 Per Occurrence: \$ 2,000,000
[X] Coverage A: Bodily Injury and Property Damage Liability Occurrences	Effective Date: 11/01/2012 12:01 AM	Personal and Adv. Inj.: \$ 2,000,000 Fire Damage Sub-Limit: \$ 50,000
[X] Coverage B: Personal and Advertising Injury Liability Occurrences	Expiration Date: 11/01/2013 12:01 AM	Athletic Sport Sub-Limit: Per Occurrence: \$ 250,000 Aggregate: \$ 250,000
[X] Coverage E: Mold, Other Fungi or Bacteria Liability Claims Made Retro Date: 11/1/03		Mold, Other Fungi or Bacteria: \$ 100,000

Description: Stratford County Nutrition scheduled as Additional Insured per Endorsement No. 01-10A-01

Certificate: Stratford County Nutrition
Holder: Bartlett Avenue
Somersworth, NH Zip Not Known

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.

Jane Quasby

Signature of Authorized Representative

Housing Authority Insurance Group
P.O. Box 189
Cheshire, CT 06410

CERTIFICATE OF INSURANCE

Issue Date: 09/11/2012

ID: 773 Endorsement: 01-10A-05-2012-11

Insured: Somersworth Housing Authority
Address: 25 Bartlett Ave., Suite A
P.O. Box 31
Somersworth, NH: 03878-3878

Coverages	Policy Number	Limits
Type of Insurance	HARRG-773-118134-2012S	
Commercial Liability		General Aggregate: \$ 2,000,000
[X] Coverage A: Bodily Injury and Property Damage Liability: Occurrence	Effective Date: 11/01/2012 12:01 AM	Per Occurrence: \$ 2,000,000
[X] Coverage B: Personal and Advertising Injury Liability: Occurrence	Expiration Date: 11/01/2013 12:01 AM	Fire Damage Sub-Limit: \$ 50,000
[X] Coverage E: Mold, Other Fungal or Bacteria Liability: Claims Made Retro Date: 11/1/03		Athletic Sport Sub-Limit Per Occurrence: \$ 250,000
		Aggregate: \$ 250,000
		Mold, Other Fungal or Bacteria: \$ 100,000

Description: State of New Hampshire, DHHS - BEAS scheduled as Additional Insured per Endorsement No. 01-10A-05

Certificate Holder: State of New Hampshire, DHHS - BEAS
Holder: 129 Pleasant Street
Concord, NH 03301

Company: Housing Authority Risk Retention Group, Inc.

THIS IS TO CERTIFY THAT THE POLICIES LISTED ABOVE 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 CLAIMS PAID. THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES ABOVE.

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 90 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligations or liability of any kind upon the company, its agents, or representatives.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857

603-271-9203 1-800-351-1888

Nancy L. Rollins
Associate
Commissioner

Fax: 603-271-4643 TDD Access: 1-800-735-2964 www.dhhs.nh.gov

May 9, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023701) with Somersworth Housing Authority, Somersworth, New Hampshire (Vendor #154340) to provide Nutrition Services by transferring units from home delivered meals to units for home delivered adult protective services meals, within the price limitation. This amendment shall be effective retroactive to January 1, 2013 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #205).
2. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to further amend an existing Agreement (Purchase Order #1023701) with Somersworth Housing Authority, Somersworth, New Hampshire (Vendor #154340) to provide Nutrition Services by decreasing the number of congregate and home delivered meals, and decreasing the price limitation by \$51,593.92 from \$1,033,504.48 to \$981,910.56. This amendment shall be effective retroactive to January 1, 2013 through June 30, 2013 upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #205).

Funding is available in the following accounts for State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	541-500383	Meals-Home Delivered/Congregate	\$371,657.16	\$ 0.00	\$371,657.16
2013	541-500383	Meals-Home Delivered/Congregate	\$371,657.16	(\$51,593.92)	\$320,063.24
Subtotal			\$743,314.32	(\$51,593.92)	\$691,720.40

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	544-500386	Meals-Home Delivered	\$145,095.08	\$ 0.00	\$145,095.08
2013	544-500386	Meals-Home Delivered	\$145,095.08	\$ 0.00	\$145,095.08
Sub-Total			\$290,190.16	\$ 0.00	\$290,190.16
Total			\$1,033,504.48	(\$51,593.92)	\$981,910.56

EXPLANATION

Relative to Requested Action #1.

The purpose of this Requested Action is to amend an existing Agreement with Somersworth Housing Authority to transfer nutrition service units from home delivered meals to units for adult protective services home delivered meals, within the dollar amount contracted for these services, due to an increase in demand for Adult Protective Service clients. The Bureau of Elderly and Adult Services identifies these clients as needing protective services and makes referrals to the contractors who are expected to make a best effort attempt to ensure provision of services. Because the Contractors do not control the Adult Protective Services referrals received, they are not always able to project the number of units required to serve those persons in need of protective services resulting in the need for retroactive approval. This amendment is identified as retroactive because it transfers home delivered meals units of service effective January 1, 2013, based on the contractor's analysis of utilization for the first six months of SFY 2013. The contractor does not anticipate that overall client usage will be impacted by this redistribution of home delivered meals.

Relative to Requested Action #2.

Additionally, this Requested Action decreases congregate meals by 7,662 meals and home delivered meals by 2,641 meals for a total reduction of \$51,593.92 through June 30, 2013. The reductions identified above were based upon an analysis of units served resulting in the need for fewer units than originally contracted for.

Should the Governor and Executive Council determine to not authorize the contract amendment in Requested Action #1 to transfer home delivered meals to adult protective services home delivered meals, the nutritional support provided to these Adult Protective Service clients will be reduced to a level that could jeopardize their ability to remain in their home. Home delivered meals allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in their homes within the community. Should the Governor and Executive Council determine to not authorize the contract amendment in Requested Action #2 there would be insufficient appropriations to cover the full contract amount.

The original contract was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on the Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for Somersworth Housing Authority is attached.

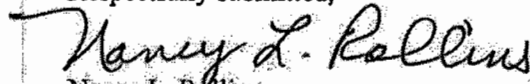
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractors were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

Areas served: See attached list of cities and towns served.

Sources of Funds: 54.83% Federal (Administration on Aging Grant and Social Services Block Grant) and 45.17% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

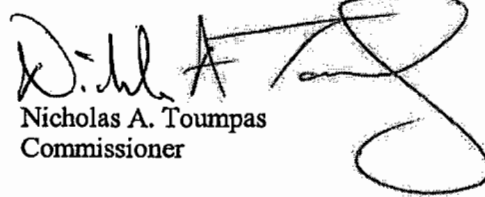
Respectfully submitted,



Nancy L. Rollins

Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 26, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Somersworth Housing Authority, Somersworth, New Hampshire (Vendor #154340) to provide Nutrition services, in an amount not to exceed \$1,033,504.48 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	541-500383	Meals-Home Delivered/Congregate	\$371,657.16
2013	541-500383	Meals-Home Delivered/Congregate	\$371,657.16
Subtotal			\$743,314.32

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals-Home Delivered	\$145,095.08
2013	544-500386	Meals-Home Delivered	\$145,095.08
Sub-Total			\$290,190.16

Total			\$1,033,504.48
-------	--	--	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Home Delivered and Congregate Meals services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

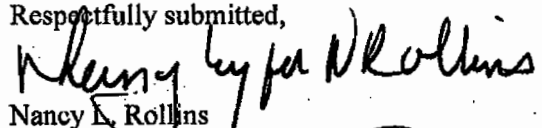
Area served: See attached list of towns/cities served.

Sources of Funds: 53.59% Federal (Administration on Aging and Social Services Block Grant) and 46.41% General Funds.

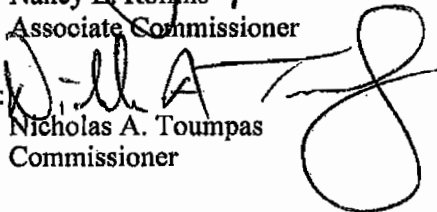
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Special Transit Service, Inc.



State of New Hampshire
Department of Health and Human Services
Amendment #1 for Special Transit Service, Inc.

This first Amendment to the Transportation services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Special Transit Service, Inc., a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 555 Auburn Street, Manchester, NH 03103

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$360,380.16.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section II Other Terms and Conditions.

Contractor's Initials: ET
Date: 6/6/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Special Transit Service, Inc.



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor's Initials: ET
Date: 6/16/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Special Transit Service, Inc.



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Special Transit Service, Inc.

6/6/2013
Date

Elm. Mer
NAME TITLE Elm. Mer
COO/CEO

Acknowledgement:

State of New Hampshire County of Hillsborough on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Diane L. Boulay
Name and Title of Notary or Justice of the Peace

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

Contractor's Initials: ET
Date: 6/6/2013

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Special Transit Service, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

01 Jun. 2013
Date

[Signature]
Name: Carrie P. Herrick
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:

Contractor's Initials: ET
Date: 6/10/2013

SECTION II: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
- 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
3. Equal Access to services:
- 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
- 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
4. Consumer Grievance Process
- The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
- 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
5. Adult Protective Services:
- In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
6. Criminal Background and Adult Protective Service Registry Checks:
- 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	19,532

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment

approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services

The State Agency Name

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative

Elm Street

Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Elm Street

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

COO/CFO

Title of Authorized Representative

10 June 2013

Date

6/6/2013

Date

Contractor Initials: ET

Date: 6/6/2013

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of BOARD OF DIRECTORS of SPECIAL TRANSIT SERVICE, INC.
(Name of Governing Board) (Name of Corporation)

on MAY 22, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the COO/CFO, to accept grants and awards and enter into contracts, and contract
amendments from time to time with the New Hampshire Department of Health and Human Services,
Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise
fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any
related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
ELIN TREANOR is the duly elected (Title) COO/CFO of
this corporation and is still qualified and serving in such capacity.

6-6-13
(Date)

Betty Bullock
Assistant Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On June 6, 20 13, before the undersigned officer personally
appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the
Clerk/Secretary of the corporation identified in the foregoing certificate, and acknowledged that S he
executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.

Diane L Boulay
Notary Public/Justice of the Peace

My commission expires:

DIANE L. BOULAY, Notary Public
My Commission Expires September 3, 2013

Corporation Division

Search
By Business Name
By Business ID
By Registered Agent
Annual Report
File Online

Date: 6/10/2013**Filed Documents**

(Annual Report History, View Images, etc.)

Business Name History**Name**

Special Transit Service, Inc.

Name Type

Legal

Non-Profit Corporation - Domestic - Information**Business ID:**

69819

Status:

Good Standing

Entity Creation Date:

7/31/1984

Principal Office Address:555 AUBURN ST
MANCHESTER NH 03103**Principal Mailing Address:**

No Address

Expiration Date:

Perpetual

Last Annual Report Filed Date:

1/12/2010 8:00:00 AM

Last Annual Report Filed:

2010

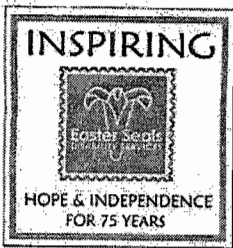
Registered Agent**Agent Name:****Office Address:**

No Address

Mailing Address:

No Address

Important Note: The status reflected for each entity on this website only refers to the status of the entity's filing requirements with this office. It does not necessarily reflect the disciplinary status of the entity with any state agency. Requests for disciplinary information should be directed to agencies with licensing or other regulatory authority over the entity.



Larry J. Gammon
President/CEO

Creating solutions, changing lives.

Easter Seals New Hampshire

555 Auburn Street
Manchester, NH 03103-4800
603.623.8863 phone/tdd
603.625.1148 fax
www.eastersealsnh.org

June 6, 2013

State of New Hampshire
Department of State
State House, Room 204
Concord, NH 03301

To Whom It May Concern:

Please issue Certificate of Good Standing for:

Special Transit Service, Inc.
Manchester Alcoholism Rehabilitation Center, Inc. (Farnum Center)

Enclosed is a check for \$10.00

Thank you for your kind attention to this matter.

Betty Burke
Assistant to the President
Easter Seals NH, Inc.
555 Auburn Street
Manchester, NH 03103

enclosure

Check Date: Jun/07/2013		Vendor Number: 0000001136		Check No: 091004			
Invoice Number	Invoice Date	Voucher ID	Gross Amount	Discount Taken	Late Charge	Paid Amount	
STS-CERT-06/13	Jun/06/2013	00144694	10.00	0.00	0.00	10.00	
BB							
Check Number			Date	Total Gross Amount	Total Discounts	Total Late Charges	Total Paid Amount
091004			Jun/07/2013	\$10.00	\$0.00	\$0.00	\$10.00

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/06/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs of NE, Inc. PO Box 6360 Manchester, NH 03108-6360 603 625-1100	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Easter Seals NH, Inc. Easter Seals NY, Inc. 555 Auburn Street Manchester, NH 03103	<table border="1"> <thead> <tr> <th data-bbox="792 451 1393 483">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1393 451 1524 483">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="792 483 1393 514">INSURER A : Philadelphia Insurance Company</td> <td data-bbox="1393 483 1524 514">23850</td> </tr> <tr> <td data-bbox="792 514 1393 546">INSURER B : Liberty Mutual Ins., Company</td> <td data-bbox="1393 514 1524 546">23043</td> </tr> <tr> <td data-bbox="792 546 1393 577">INSURER C :</td> <td data-bbox="1393 546 1524 577"></td> </tr> <tr> <td data-bbox="792 577 1393 609">INSURER D :</td> <td data-bbox="1393 577 1524 609"></td> </tr> <tr> <td data-bbox="792 609 1393 640">INSURER E :</td> <td data-bbox="1393 609 1524 640"></td> </tr> <tr> <td data-bbox="792 640 1393 661">INSURER F :</td> <td data-bbox="1393 640 1524 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Philadelphia Insurance Company	23850	INSURER B : Liberty Mutual Ins., Company	23043	INSURER C :		INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Philadelphia Insurance Company	23850														
INSURER B : Liberty Mutual Ins., Company	23043														
INSURER C :															
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS														
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ Professional Liab GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		PHPK914096	09/01/2012	09/01/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr> <tr><td>DAMAGE TO RENTED PREMISES (Ea occurrence)</td><td>\$100,000</td></tr> <tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr> <tr><td>PERSONAL & ADV INJURY</td><td>\$1,000,000</td></tr> <tr><td>GENERAL AGGREGATE</td><td>\$3,000,000</td></tr> <tr><td>PRODUCTS - COMP/OP AGG</td><td>\$3,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$1,000,000	GENERAL AGGREGATE	\$3,000,000	PRODUCTS - COMP/OP AGG	\$3,000,000		\$
EACH OCCURRENCE	\$1,000,000																			
DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000																			
MED EXP (Any one person)	\$5,000																			
PERSONAL & ADV INJURY	\$1,000,000																			
GENERAL AGGREGATE	\$3,000,000																			
PRODUCTS - COMP/OP AGG	\$3,000,000																			
	\$																			
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK914096	09/01/2012	09/01/2013	<table border="1"> <tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr> <tr><td>BODILY INJURY (Per person)</td><td>\$</td></tr> <tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr> <tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr> <tr><td></td><td>\$</td></tr> </table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$		\$				
COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000																			
BODILY INJURY (Per person)	\$																			
BODILY INJURY (Per accident)	\$																			
PROPERTY DAMAGE (Per accident)	\$																			
	\$																			
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☒ RETENTION \$10,000		PHUB394930	09/01/2012	09/01/2013	<table border="1"> <tr><td>EACH OCCURRENCE</td><td>\$15,000,000</td></tr> <tr><td>AGGREGATE</td><td>\$15,000,000</td></tr> <tr><td></td><td>\$</td></tr> </table>	EACH OCCURRENCE	\$15,000,000	AGGREGATE	\$15,000,000		\$								
EACH OCCURRENCE	\$15,000,000																			
AGGREGATE	\$15,000,000																			
	\$																			
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		WC7611258839013	01/01/2013	01/01/2014	<table border="1"> <tr> <td>☒ WC STATUTORY LIMITS</td> <td>☐ OTHER</td> </tr> <tr><td>E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - EA EMPLOYEE</td><td>\$1,000,000</td></tr> <tr><td>E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr> </table>	☒ WC STATUTORY LIMITS	☐ OTHER	E.L. EACH ACCIDENT	\$1,000,000	E.L. DISEASE - EA EMPLOYEE	\$1,000,000	E.L. DISEASE - POLICY LIMIT	\$1,000,000						
☒ WC STATUTORY LIMITS	☐ OTHER																			
E.L. EACH ACCIDENT	\$1,000,000																			
E.L. DISEASE - EA EMPLOYEE	\$1,000,000																			
E.L. DISEASE - POLICY LIMIT	\$1,000,000																			
A	Blanket-EDP RC Value		PHPK914096	09/01/2012	09/01/2013	\$3,019,050-\$500 Ded. Special Form Incl Theft														

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****Supplemental Names**:** Easter Seals NY, Inc., Easter Seals ME, Inc., Special Transit Services, Agency Realty, Inc., Easter Seals Rhode Island, Inc., The Harbor Schools, Inc., Manchester Alcohol Rehabilitation Center, Inc., dba The Farnum Center, Easter Seals VT, Inc., Easter Seals CT, Inc., Webster Place Center, Inc., - 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 (See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

Attn: Cynthia Carpenter
 Division of Elderly & Adult Services
 129 Pleasant St.,
 Brown Building
 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

E. Gould

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Special Transit Service, Inc., Manchester, New Hampshire (Vendor #177204) to provide Transportation, in an amount not to exceed \$248,266.48 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$124,133.24
2013	512-500352	Transportation	\$124,133.24
Total			\$248,266.48

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 2

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

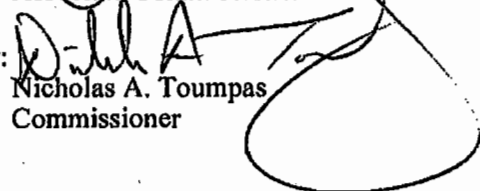
Sources of Funds: 57.62% Federal (Administration on Aging and Social Services Block Grant) and 42.38% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #3 for St. Joseph Community Services, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #3 for St. Joseph Community Services, Inc.**

This third Amendment to the Nutrition, Transportation, and Community Elder Support services contract (hereinafter referred to as "Amendment #3") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and St. Joseph Community Services, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 395 Daniel Webster Highway, Merrimack, NH 03054.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, amended by an agreement (Amendment #1 to the Contract) approved on June 6, 2012, and further amended by an agreement (Amendment #2 to the Contract) approved on April 3, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$5,088,455.34.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section V Other Terms and Conditions.

Contractor Initials: 
Date: 6/5/2013

**State of New Hampshire
Department of Health and Human Services
Amendment #3 for St. Joseph Community Services, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: ms
Date: 06/05/2013

State of New Hampshire
Department of Health and Human Services
Amendment #3 for St. Joseph Community Services, Inc.



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

6 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

St. Joseph Community Services, Inc.

6/5/2013
Date

Medhan Brady
NAME Medhan Brady
TITLE President

Acknowledgement:

State of NH, County of Hillsborough on 5th June 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

[Signature]
Name and Title of Notary or Justice of the Peace



Contractor Initials: MB
Date: 6/5/2013

State of New Hampshire
Department of Health and Human Services
Amendment #3 for St. Joseph Community Services, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Jun. 2013
Date

Jeane P. Herrick
Name: Jeane P. Herrick
Title: Attorney

I hereby certify that the foregoing contract 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:

Contractor Initials: lm3
Date: 6/5/2013

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	9,757
Community Elder Support Services	Cost Reimbursement	\$30,025.18	1
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	147,596
Nutrition Services: Congregate Meals	Per meal	\$4.90	57,386
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	61,934
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	20,080
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	4,516

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in

accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services
The State Agency Name

St. Joseph Community Services, Inc.
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Meghan Brady
Signature of Authorized Representative

Nancy L. Rollins
Name of Authorized Representative

Meghan Brady
Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

President
Title of Authorized Representative

6 June 2013
Date

6/5/2013
Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of the Board of Directors _____ of _____ St. Joseph Community Services _____
(Name of Governing Board) (Name of Corporation)

on November 15, 2012 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the President and Vice President, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Meghan Brady and Brooke Holton are the duly elected (Title) President and Vice President of
this corporation and is still qualified and serving in such capacity.

06-05-13
(Date)

Richard J. Hammond
Chairman

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Hillsborough

On June 5, 2013, before the undersigned officer personally
appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the
Clerk/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.

Sheila G. McLaughlin
Notary Public/Justice of the Peace

My commission expires:

Sheila G. McLaughlin, Notary Public
State of New Hampshire
My Commission Expires January 27, 2015

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 St. Joseph Community Services, Inc. is a New Hampshire nonprofit corporation formed July 26, 1977. 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 15th day of April A.D. 2013

A handwritten signature in cursive script, reading "Wm Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/5/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street PO Box 1089 Nashua NH 03061	CONTACT NAME: Cathy Beauregard PHONE (A/C, No, Ext): 603-689-7229 E-MAIL ADDRESS: cbeauregard@eatonberube.com FAX (A/C, No): 603-886-4230
INSURED STJOS4 St Joseph Community Services, Inc 395 Daniel Webster Hwy Merrimack NH 03054-4128	INSURER(S) AFFORDING COVERAGE INSURER A: Hanover Insurance INSURER B: Berkley Risk Administrators INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 845331712**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 VVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC			ZBV623252205	10/1/2012	10/1/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS HIRED AUTOS ☐ NON-OWNED AUTOS			ABV5937637	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$0			UHV622947104	10/1/2012	10/1/2013	EACH OCCURRENCE \$1000000 AGGREGATE \$1000000 \$
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 ☒ Y ☐ N		N/A	WC288300417501	10/1/2012	10/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER E.L. EACH ACCIDENT \$1000000 E.L. DISEASE - EA EMPLOYEE \$1000000 E.L. DISEASE - POLICY LIMIT \$1000000
A	Professional Liability			ZBV623252205	10/1/2012	10/1/2013	Each Claim \$1,000,000 Aggregate \$2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Non Profit organization providing "Meals On Wheels" services. Workers Compensation Information: no excluded officers; coverage for NH. Volunteer Board of Directors

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire, Dept. of Health & Human Services
Contracts & Procurement
Attn: Catherine Cormier; 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

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

March 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order State Fiscal Year 2013 #1023678) with St. Joseph Community Services, Inc., Merrimack, New Hampshire (Vendor #155093) to provide nutrition services, by increasing the number of Home Delivered Meals and decreasing the number of Congregate Meals with no change to the total contract dollars, effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #203) and amended and approved by Governor and Executive Council on June 6, 2012 (Item #57). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$ 62,009.22	\$ 0.00	\$ 62,009.22
2012	540-500382	Social Services	\$ 33,637.89	\$ 0.00	\$ 33,637.89
2012	541-500383	Meals-Home Delivered/Congregate	\$1,181,147.10	\$ 0.00	\$1,181,147.10
2013	512-500352	Transportation	\$ 62,009.22	\$ 0.00	\$ 62,009.22
2013	540-500382	Social Services	\$ 33,637.89	\$ 0.00	\$ 33,637.89
2013	541-500383	Meals-Home Delivered/Congregate	\$1,176,737.10	\$ 0.00	\$1,176,737.10
Subtotal			\$2,549,178.42	\$ 0.00	\$2,549,178.42

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	544-500386	Meals - Home Delivered	\$462,281.48	\$ 0.00	\$462,281.48
2013	544-500386	Meals - Home Delivered	\$462,281.48	\$ 0.00	\$462,281.48
Subtotal			\$924,562.96	\$ 0.00	\$924,562.96
Grand Total			\$3,473,741.38	\$ 0.00	\$3,473,741.38

EXPLANATION

The purpose of this Requested Action is to transfer nutrition services within the original contract price limitation by increasing the number of home delivered meals and decreasing the number of congregate meals based on a request from the Contractor. Client demand for both home delivered and congregate meals have been increasing in the catchment area served by the Contractor, however the demand for home delivered meals exceeds the need for congregate meals. This transfer allows the Contractor to meet the client needs for home delivered meals without having to implement a waiting list. Since the demand for congregate meals is less than the contract amount for congregate meals, a portion of these meals can be transferred to home delivered meals while still meeting the needs of the clients receiving congregate meals.

The original Agreement approved by Governor and Council on June 22, 2011, item #203, was awarded through a competitive bid process. A Request for Proposals was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for St. Joseph Community Services, Inc. is attached

Should the Governor and Executive Council determine to not authorize this contract amendment, home delivered meals provided to current clients will be reduced to a level that could jeopardize their ability to remain in their home/apartment. Furthermore, St. Joseph Community Services may need to implement a waiting list for home delivered meals. These low-income elderly and/or disabled clients are more likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that the Contractor has performed satisfactorily.

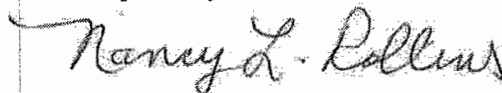
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 6, 2013
Page 3

Area Served: See attached list of towns/cities served.

Source of Funds for this amendment: 57.6% Federal and 42.4% General Funds.

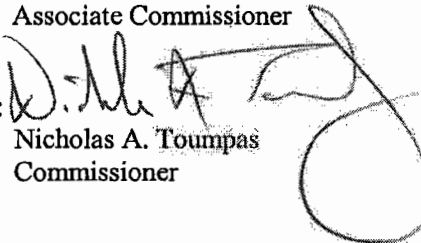
In the event that Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,

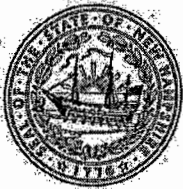


Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

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

April 27, 2012

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, N.H. 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into a sole source amendment to an existing Agreement (Purchase Order State Fiscal Year 2012 #1016465) with St. Joseph Community Services, Inc., Merrimack, New Hampshire (Vendor #155093) to provide congregate meals, by increasing the price limitation by \$4,410.00 from \$3,469,331.38 to \$3,473,741.38 effective upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #203). Funds are available in the following accounts in State Fiscal Years 2012 and 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$ 62,009.22	\$ 0.00	\$ 62,009.22
2012	540-500382	Social Services	\$ 33,637.89	\$ 0.00	\$ 33,637.89
2012	541-500383	Meals-Home Delivered/Congregate	\$1,176,737.10	\$4,410.00	\$1,181,147.10
2013	512-500352	Transportation	\$ 62,009.22	\$ 0.00	\$ 62,009.22
2013	540-500382	Social Services	\$ 33,637.89	\$ 0.00	\$ 33,637.89
2013	541-500383	Meals-Home Delivered/Congregate	\$1,176,737.10	\$ 0.00	\$1,176,737.10
Subtotal			\$2,544,768.42	\$4,410.00	\$2,549,178.42

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	544-500386	Meals - Home Delivered	\$462,281.48	\$ 0.00	\$462,281.48
2013	544-500386	Meals - Home Delivered	\$462,281.48	\$ 0.00	\$462,281.48
Subtotal			\$924,562.96	\$ 0.00	\$924,562.96
Grand Total			\$3,469,331.38	\$4,410.00	\$3,473,741.38

EXPLANATION

This amendment is designated as sole source because the additional congregate meals requested by the contractor under this amendment were not competitively bid. St. Joseph Community Services will provide congregate meals to approximately sixty (60) elderly and frail adults once served under the Congregate Housing Services Program operated by the Manchester Housing and Redevelopment Authority. As a result of the defunding of state general funds to support the program for State Fiscal Years 2012 and 2013, Manchester Housing and Redevelopment Authority closed their five congregate housing sites. The Congregate Housing Services Program provided specialized housing and social services such as meals, housekeeping and personal assistance to frail and elderly adults in order to maintain their dignity and independence and to avoid costly and premature institutionalization.

St. Joseph Community Services was selected because it has successfully provided nutrition services in the Manchester area under the existing agreement and is the only nutrition agency under contract with the Bureau of Elderly and Adult Services to provide congregate meals in this catchment area. The original Agreement approved by Governor and Council on June 22, 2011, item #203, was awarded through a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Should the Governor and Executive Council determine to not authorize this contract amendment, congregate meals provided to elderly and/or disabled clients previously receiving this service under Manchester Housing & Redevelopment Authority's Congregate Housing Services Program will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home/apartment. These low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

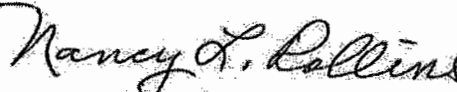
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area Served: See attached list of towns/cities served.

Source of Funds for this amendment: 57.6% Federal and 42.4% General Funds.

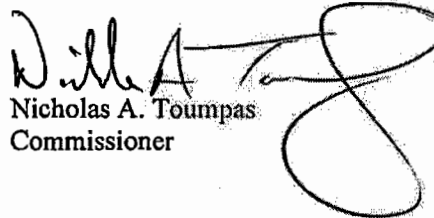
In the event that Federal Funds become no longer available, General Funds will not be requested to support these programs.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with St. Joseph Community Services, Inc., Merrimack, New Hampshire (Vendor #155093) to provide Nutrition, Transportation and Community Elder Support Services, in an amount not to exceed \$3,469,331.38 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$62,009.22
2012	540-500382	Social Services	\$33,637.89
2012	541-500383	Meals-Home Delivered/Congregate	\$1,176,737.10
2013	512-500352	Transportation	\$62,009.22
2013	540-500382	Social Services	\$33,637.89
2013	541-500383	Meals-Home Delivered/Congregate	\$1,176,737.10
Sub-Total			\$2,544,768.42

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND
HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS,
SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals - Home Delivered	\$462,281.48
2013	544-500386	Meals - Home Delivered	\$462,281.48
Sub-Total			\$924,562.96

Total			\$3,469,331.38
-------	--	--	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Transportation services will be able to remain in their home and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals and Community Elder Support Services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Nutrition, Transportation and Community Elder Support Services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

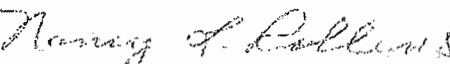
client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

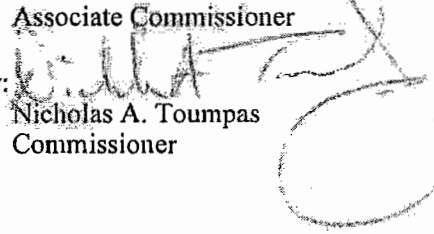
Sources of Funds: 55.1% Federal and 44.9% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services**

This second Amendment to the Adult In-home Care, Adult Medical Day, Home Health Aide, Homemaker, Nursing and Transportation services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, 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 organized under the laws of the State of New Hampshire, with a place of business at 215 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on April 17, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$2,789,307.30.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section VII Other Terms and Conditions.

Contractor Initials: *ME*

Date: *6/6/13*

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services**

This second Amendment to the Adult In-home Care, Adult Medical Day, Home Health Aide, Homemaker, Nursing and Transportation services contract (hereinafter referred to as "Amendment #2") dated this 3rd day of June 2013, 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 organized under the laws of the State of New Hampshire, with a place of business at 215 Rochester Hill Road, Rochester, NH 03867.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, and amended by an agreement (Amendment #1 to the Contract) approved on April 17, 2013, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$2,789,307.30.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section VII Other Terms and Conditions.

Contractor Initials: *ME*

Date: *6/6/13*

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: ME
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health 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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

The Homemakers Health Services

6/6/13
Date

Myles O. England
NAME Myles O. England
TITLE Vice - President

Acknowledgement:

State of New Hampshire, County of Strafford on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Lorraine Carver Finance Officer
Name and Title of Notary or Justice of the Peace

Lorraine Carver
Notary Public State of New Hampshire
My Commissions Expires May 9, 2017

Contractor Initials: ME
Date: 6/6/13



State of New Hampshire
Department of Health and Human Services
Amendment #2 for The Homemakers Health Services

The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

Name: Jeane P. Henrick
Title: Attorney

Date 10 Jun. 2013

I hereby certify that the foregoing contract 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: _____

Contractor Initials: MZ
Date: 6/6/13

SECTION VII: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:
 - 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
 - 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
- 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing.
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
3. Equal Access to services:
- 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
- 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
4. Consumer Grievance Process
- The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:
- 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
5. Adult Protective Services:
- In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
6. Criminal Background and Adult Protective Service Registry Checks:
- 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	12,350
Transportation- Medical Trip	Per medical trip	\$54.08	110
Adult In Home Care-APS	Per hour	\$15.85	3,156
Home Health Aide Services	Per half hour	\$11.65	961
Nursing	Per half hour	\$22.93	75
Funding: Title XX			
Homemaker	Per half hour	\$7.46	35,593
Adult In Home Care	Per hour	\$13.67	22,726
Adult In Home Care-APS	Per hour	\$15.85	5,998
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	8,000

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified.

The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
The State Agency Name

The Homemakers Health Services
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Myles O. England
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Myles O. England
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

Vice President
Title of Authorized Representative

7 June 2013
Date

6/6/13
Date



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 July 28, 2009, 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 Myles England is duly elected Vice President of this corporation and is still qualified and serving in such capacity.

6/6/13
(Date)

M. G. Smith
Secretary

NO CORPORATE SEAL

STATE OF NEW HAMPSHIRE
COUNTY OF STRAFFORD

On June 6, 2013, 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.

Lorraine Carver
Notary
My Commission Expires: _____

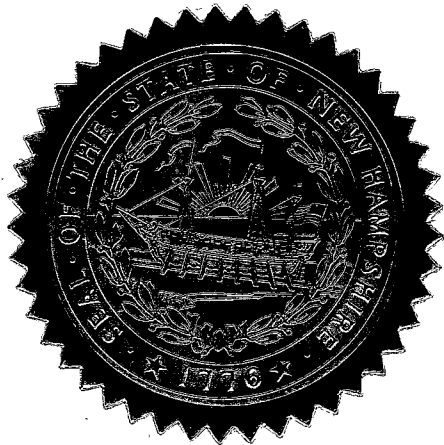
Lorraine Carver Notary Public State of New Hampshire My Commissions Expires May 9, 2017

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 Homemakers Health Services is a New Hampshire nonprofit corporation formed March 29, 1974. 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 5th day of June A.D. 2013

A handwritten signature in dark ink, appearing to read "Wm Gardner", written in a cursive style.

William M. Gardner
Secretary of State

Client#: 507997

HOMEMHEA

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
USI Insurance Svcs of NE, Inc.
PO Box 6360
Manchester, NH 03108-6360
603 625-1100

CONTACT
NAME:
PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No):
E-MAIL:
ADDRESS:

INSURED
The Homemakers Health Services
215 Rochester Hill Rd
Rochester, NH 03867

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Arch Insurance Company	11150
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR		NCPKG0115703	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS ☒ NON-OWNED AUTOS		ONCAUTO11340	07/01/2012	07/01/2013	COMBINED SINGLE LIMIT (Per accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	UMBRELLA LIAB ☒ EXCESS LIAB ☒ OCCUR ☐ CLAIMS-MADE DED ☒ RETENTION \$10,000		NCUMB0113403	07/01/2012	07/01/2013	EACH OCCURRENCE \$1,000,000 AGGREGATE \$1,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC/STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
For work performed by the Insured during the policy year.

CERTIFICATE HOLDER

Dept. of Health & Human Services
Bureau of Elderly & Adult Svcs
Catherine A. Cormier, Contract Administration
129 Pleasant St
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

E. Arnold

© 1988-2010 ACORD CORPORATION. All rights reserved.



HOMEM-2

OP ID: GD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/28/13

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Brown & Brown (Dover)
P.O. Box 979
Dover, NH 03820
Jeff Francoeur

603-742-1452

603-749-3576

CONTACT

NAME:

PHONE

(A/C, No, Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Technology Insurance Co Inc

42376

INSURED The Homemakers Health Services
215 Rochester Hill Road
Rochester, NH 03867

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
	GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS					BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB	☐ OCCUR					EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE					AGGREGATE \$
	DED ☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N		TWC3319654	07/01/12	07/01/13	X WC STATUTORY LIMITS OTH-ER \$ 500,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☒ N	N/A				E.L. EACH ACCIDENT \$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 500,000
							E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Dept of Health & Human Services
Bureau of Elderly & Adult Services
C A Cormier, Contract Admin.
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

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

March 13, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1) Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order #1023676) with Rochester Rural District Visiting Nurse Association, Rochester, New Hampshire (Vendor #154189) to provide Adult Medical Day, Adult In-Home Care, Homemaker, and Health Screening services, by changing Contractor Name from Rochester Rural District Visiting Nurse Association to CornerStone VNA, terminating scope of services for Adult Medical Day services, and decreasing the price limitation by \$12,186.00 from \$275,581.00 to \$263,395.00, effective upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #226). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

2) Contingent upon approval of Requested Action #1, authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an amendment to an existing Agreement (Purchase Order #1023681) with The Homemakers Health Services, Rochester, New Hampshire (Vendor #154849) to provide Adult Medical Day, Adult In-Home Care, Home Health Aide, Homemaker, Nursing and Transportation services by increasing the number of Adult Medical Day units by transferring units from CornerStone VNA, transferring Transportation Demand Route units to Transportation Medical Trip units, and increasing the price limitation by \$10,155.00 from \$1,913,960.00 to \$1,924,115.00, effective upon Governor and Executive Council approval. The original Agreement, ending June 30, 2013, was approved by Governor and Executive Council on June 22, 2011 (Item #215). Funding is available in the following accounts for State Fiscal Year 2013, with the authority to transfer service units within the scope of services that are funded within the same account number and within the price limitation and amend the related terms of the contract without further approval from Governor and Executive Council.

The following tables are relative to Requested Action #1, Rochester Rural District Visiting Nurse Association.
Funds are available in the following accounts in State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	540-500382	Social Services	\$ 2,190.50	\$0.00	\$ 2,190.50
2013	540-500382	Social Services	\$ 2,190.50	\$0.00	\$ 2,190.50
Sub-Total			\$ 4,381.00	\$0.00	\$ 4,381.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 44,760.00	\$0.00	\$ 44,760.00
2012	543-500385	Adult In Home Care	\$ 70,530.00	\$0.00	\$ 70,530.00
2012	566-500918	Adult Group Day Care	\$ 20,310.00	\$0.00	\$ 20,310.00
2013	542-500384	Homemaker	\$ 44,760.00	\$0.00	\$ 44,760.00
2013	543-500385	Adult In Home Care	\$ 70,530.00	\$0.00	\$ 70,530.00
2013	566-500918	Adult Group Day Care	\$ 20,310.00	(\$12,186.00)	\$ 8,124.00
Sub-Total			\$ 271,200.00	(\$12,186.00)	\$ 259,014.00
Total			\$ 275,581.00	(\$12,186.00)	\$ 263,395.00

The following tables are relative to Requested Action #2, The Homemakers Health Services.
Funds are available in the following accounts in State Fiscal Years 2012 and 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$130,993.00	\$0.00	\$130,993.00
2012	540-500382	Social Services	\$ 49,239.30	\$0.00	\$ 49,239.30
2013	512-500352	Transportation	\$130,993.00	\$0.00	\$130,993.00
2013	540-500382	Social Services	\$ 49,239.30	\$0.00	\$ 49,239.30
Sub-Total			\$360,464.60	\$0.00	\$360,464.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES,
HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Object	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$268,560.00	\$0.00	\$268,560.00
2012	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2012	566-500918	Adult Group Day Care	\$ 44,005.00	\$0.00	\$ 44,005.00
2013	542-500384	Homemaker	\$268,560.00	\$0.00	\$268,560.00
2013	543-500385	Adult In Home Care	\$464,182.70	\$0.00	\$464,182.70
2013	566-500918	Adult Group Day Care	\$ 44,005.00	\$10,155.00	\$ 54,160.00
Sub-Total			\$1,553,495.40	\$10,155.00	1,563,650.40
Total			\$1,913,960.00	\$10,155.00	\$1,924,115.00

EXPLANATION

Relative to Requested Action #1, Rochester Rural District Visiting Nurse Association.

The purpose of this Requested Action is to amend an existing Agreement with Rochester Rural District Visiting Nurse Association to change the Contractor Name to CornerStone VNA, to terminate scope of services for Adult Medical Day due to closure of the program on March 6, 2013, and based on this closure decrease units of services for Adult Medical Day through June 30, 2013. CornerStone VNA notified the Bureau of Elderly and Adult Services, in an email dated December 21, 2012 that the agency would be closing their Adult Day Center on March 6, 2013, and would no longer provide Adult Medical Day services to the two (2) clients being served under this contract. These clients are being transitioned to The Homemakers Health Services to continue receiving Adult Medical Day services through June 30, 2013. These direct care social services will allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life. As a result of this action, the Bureau of Elderly and Adult Services is submitting for Governor and Executive Council approval, a contract amendment with The Homemakers Health Services in Rochester to serve these clients in Strafford County (see Requested Action #2).

Should the Governor and Executive Council determine to not authorize this contract amendment, funding for Requested Action #2 will not be available and the Adult Medical Day services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home within the community. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or other community based care programs.

Rochester Rural District Visiting Nurse Association's original contract, approved by Governor and Executive Council on June 22, 2011 (item #226), was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for Rochester Rural District Visiting Nurse Association is attached (See Attachment #1).

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the

client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that the Contractor has performed satisfactorily.

Area served: See Attachment #3 for the list of towns/cities served.

Sources of Funds: 48.32% Federal (Administration on Aging and Social Services Block Grant) and 51.68% General Funds.

Relative to Requested Action #2, The Homemakers Health Services.

The purpose of Requested Action #2 is to increase Adult Medical Day units to provide services to two (2) clients transferring from Rochester Rural District Visiting Nurse Association, as identified above. With an immediate need to find another provider pending closure of their Adult Day Center, Rochester Rural District Visiting Nurse Association approached The Homemaker Health Services to continue to provide Adult Medical Day services to these two clients in Strafford County. The Homemaker Health Services agreed to provide services to these clients during a transitional period through June 30, 2013, contingent upon availability of additional funding from the Bureau of Elderly and Adult Services.

Additionally, this Requested Action is to transfer transportation- demand route units to transportation - medical trip units within the funding contracted for these services due to an increase in client requests for medical trip transportation and a decrease in demand response transportation requests. The contractor does not anticipate that overall client usage will be impacted by this redistribution of transportation services.

Should the Governor and Executive Council determine to not authorize to amend this existing Agreement, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Adult Medical Day is a community-based service that supports an elderly and/or disabled adult's ability to maintain him/herself in his/her community. Transportation services allow the elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in the community.

The Homemakers Health Services' original contract, approved by Governor and Executive Council on June 22, 2011 (item #215), was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary for The Homemakers Health Services is attached (See Attachment #2).

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that the Contractor has performed satisfactorily.

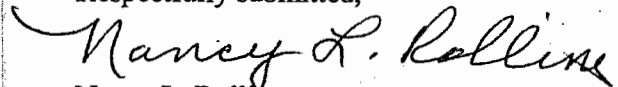
Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
March 13, 2013
Page 5

Area served: See Attachment #4 for the list of towns/cities served.

Sources of Funds: 49.95% Federal (Administration on Aging and Social Services Block Grant) and 50.05% General Funds.

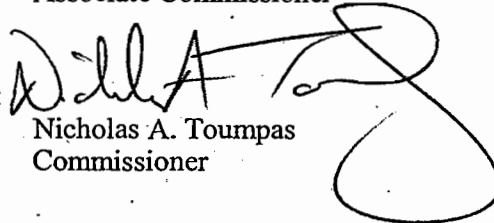
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with The Homemakers Health Services, Rochester, New Hampshire (Vendor #154849) to provide Adult Medical Day Services, Adult In-Home Care, Home Health Aide Services, Homemaker, Nursing and Transportation services in an amount not to exceed \$1,913,960.00 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$130,993.00
2012	540-500382	Social Services	\$49,239.30
2013	512-500352	Transportation	\$130,993.00
2013	540-500382	Social Services	\$49,239.30
Sub-Total			\$360,464.60

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$268,560.00
2012	543-500385	Adult In Home Car	\$464,182.70
2013	542-500384	Homemaker	\$268,560.00
2013	543-500385	Adult In Home Car	\$464,182.70
Sub-Total			\$1,465,485.40

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	566-500918	Adult Group Day Care	\$44,005.00
2013	566-500918	Adult Group Day Care	\$44,005.00
Sub-Total			\$88,010.00

Total			\$1,913,960.00
--------------	--	--	-----------------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services, Adult In-Home Care, Home Health Aide Services, Homemaker, Nursing and Transportation services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services, Adult In-Home Care, Home Health Aide, Homemaker, Nursing and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

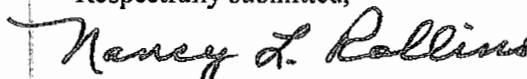
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 49.95% Federal (Administration on Aging and Social Services Block Grant) and 50.05% General Funds.

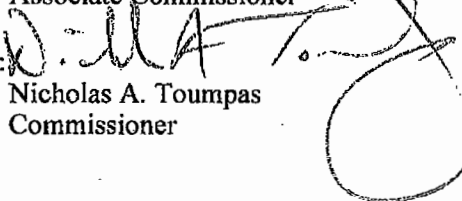
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Tri-County Community Action Program, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Tri-County Community Action Program, Inc.**

This first Amendment to the Nutrition, Transportation, and Adult Medical Day services contract (hereinafter referred to as "Amendment #1") dated this 6th day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Tri-County Community Action Program, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 30 Exchange Street, Berlin, NH 03570.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$2,772,245.84.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Add Paragraph 9 to Section IV Transportation for the period of July 1, 2013 through June 30, 2014:
 9. Review
 - 9.1 The Court-Appointed Special Trustee may request a review by DHHS of transportation rates and/or units set forth in this Amendment #1 based on Contractor's ability to provide these services on a cost-effective basis.

Contractor Initials: SP
Date: 6/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Tri-County Community Action Program, Inc.**



9.2 The Special Trustee may request a review of transportation Rates per Unit and/or the number of Units. DHHS will reasonably consider and endeavor to amend either rates or units in light of Contractor's financial condition, the population it serves, geographic area in which services are provided, and the existence of the special trusteeship occasioned by Contractor's financial condition. Failing an agreed upon amendment, the Special Trustee may request an amendment to remove transportation services from the Contract and this Amendment #1.

9.3 DHHS shall grant the Special Trustee's request for such an amendment and shall not consider Contractor to be in breach of contract for cessation of transportation services provided that Contractor provides services during, and according to, a mutually agreed upon transition plan (not to exceed 45 days) so as to protect clients who may be receiving such services from the Contractor.

c) Delete and replace Section V Other Terms and Conditions.

3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.

4) Delete and Replace Standard Exhibit C Special Provisions

5) Amendment and Modification of Exhibit C-1:

a) Add Paragraph #4:

4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:

10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.

6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.

7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Contractor Initials: tcp
Date: 6/1/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Tri-County Community Action Program, Inc.



This Amendment shall be effective upon 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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Tri-County Community Action Program, Inc.

June 7, 2013
Date

[Signature]
NAME ROD C. FAHEY
TITLE CERT APPOINTED SPECIAL TRUSTEE

Acknowledgement:

State of New Hampshire County of Merrimack on June 7, 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Joannette Weeman
Name and Title of Notary or Justice of the Peace

JEANNETTE M. WEEMAN, Notary Public
My Commission Expires March 10, 2015

Contractor Initials: RF
Date: 6/7/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Tri-County Community Action Program, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Jeannie P. Herri
Name: Jeannie P. Herri
Title: Jeannie P. Herri

I hereby certify that the foregoing contract 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:

Contractor Initials: TP
Date: 6/7/13

SECTION V: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	45,160
Transportation- Medical Trip	Per medical trip	\$54.08	400
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	2,540
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	47,525
Nutrition Services: Congregate Meals	Per meal	\$4.90	21,743
Funding: Title XX			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	26,916
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	7,644
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	1,158
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	4,500

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.

9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period; said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services

~~The County Community Action Program, Inc.~~
The State Agency Name

~~The County Community Action Program, Inc.~~
Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

[Signature]
Signature of Authorized Representative
DAN C. RAY, SPECIAL TRUSTEE

Nancy L. Rollins
Name of Authorized Representative

Name of Authorized Representative

Associate Commissioner
Title of Authorized Representative

Title of Authorized Representative

7 June 2013
Date

Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of THE CONF-APPOINTED SPECIAL TRUSTEES of
(Name of Governing Board)

TRI-COUNTY COMMUNITY ACTION PROGRAM,
(Name of Corporation) INC.

on JUNE 6, 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the SPECIAL TRUSTEES, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
TODD C. FANEY is the duly elected (Title) SPECIAL TRUSTEES of
this corporation and is still qualified and serving in such capacity.

JUNE 6, 2013
(Date)

TODD C. FANEY
Secretary
SPECIAL TRUSTEES

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF MERRIMACK

On JUNE 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.

Jeannette Weeman
Notary Public/Justice of the Peace

My commission expires JANUARY 10, 2015
JEANNETTE M. WEEMAN, Notary Public
My Commission Expires March 10, 2015

**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE OF CONFERENCE

**TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

A conference is scheduled as follows:

**Date: January 15, 2013 6th Circuit-Probate Division-Concord-Courtroom
Time: 11:00 AM 163 North Main Street
1 Hour Concord, NH 03301**

Matters to be considered:

STATUS CONFERENCE - PER ORDER OF 12/14/12

You have received this notice because you are an interested party to the case, an attorney of record, or have filed an appearance, motion or objection.

If you wish to reschedule or continue this conference, a motion to reschedule or continue must be filed with this court by December 24, 2012 for the judge's review and ruling. (You may use form NHJB-2128-P to file that motion.) Copies must be sent to all parties. This form may be obtained at www.courts.state.nh.us/probate, or from any NH Probate Division.

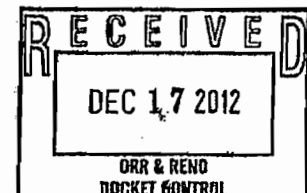
If you will need an interpreter or other accommodations for this conference, please contact the court immediately.

Please be advised (and/or advise clients, witnesses, and others) that it is a class B felony to carry a firearm or other deadly weapon as defined in RSA 625:11, V in a courtroom or area used by a court.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Tri-County Community Action Program Inc.; Wayne T. Moynihan, ESQ;
Anthony I. Blenkinsop, ESQ



**THE STATE OF NEW HAMPSHIRE
JUDICIAL BRANCH
NH CIRCUIT COURT**

1st Circuit - Probate Division - Lancaster
55 School St., Suite 104
Lancaster NH 03584

Telephone: (603) 788-2001
TTY/TDD Relay: (800) 735-2964
<http://www.courts.state.nh.us>

NOTICE OF DECISION

**TODD C FAHEY, ESQ
ORR & RENO PA
PO BOX 3550
CONCORD NH 03302-3550**

Case Name: **IN RE: TRI-COUNTY COMMUNITY ACTION PROGRAM, INC.**
Case Number: **314-2012-EQ-00288**

On December 14, 2012, Judge David D. King issued orders relative to:

Emergency (EX PARTE) Petition for the Appointment of a Special Trustee:

Enclosed please find the Order issued 12/14/2012.

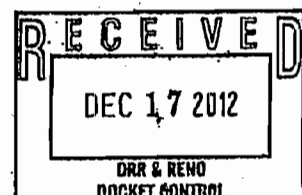
Also Enclosed Notice of Conference - for a Status Conference January 15, 2013 per Court Order of 12/14/12.

Any Motion for Reconsideration must be filed with this court by December 24, 2012. Any appeals to the Supreme Court must be filed by January 13, 2013.

December 14, 2012

Terri L. Peterson
Clerk of Court

C: Michael Delaney, ESQ; Anthony I. Blenkinsop, ESQ; Tri-County Community Action Program Inc.;
Wayne T. Moynihan, ESQ



THE STATE OF NEW HAMPSHIRE
CIRCUIT COURT

COOS COUNTY

1ST CIRCUIT-PROBATE DIVISION

In re: TRI-COUNTY COMMUNITY ACTION PROGRAM INC.

CASE #314-2012-EQ-00288

ORDER

Before the court is an emergency (*ex parte*) request for hearing and petition for the immediate appointment of a special trustee to act in the stead of the board of trustees of Tri-County Community Action Program, Inc., a 501(c) (3) organization (Tri-County). The petition was filed with the court by the Office of Attorney General, Director of Charitable Trusts (the Director) via fax on December 13, 2012 and a copy was provided to Wayne T. Moynihan, Esq., counsel for Tri-County. Because of the nature of the relief requested, as well as the allegations contained in the petition, the request for immediate hearing was GRANTED. A hearing was scheduled and held on Friday morning, December 14, 2012 at the 6th Circuit Probate Division. The Director of Charitable Trusts, Anthony I. Blenkinsop, Esq. was present for the hearing with other members of his staff, including Terry M. Knowles, Assistant Director of Charitable Trusts. Attorney Moynihan, who has filed a general appearance on behalf of the Tri-County board of directors, appeared telephonically. Also present for the hearing was Todd C. Fahey, Esq., the proposed special trustee. Prior to the hearing, Attorney Moynihan filed a partial answer and notice of no objection to the appointment of a special trustee.

Having considered the allegations in the petition and the respective presentations made by the parties at the hearing, the court makes the following order:

1. While the petition has only been circulated by email and/or fax at this point, Attorney Moynihan has acknowledged receipt of service on behalf of Tri-County and, without objection, the court finds that service of process has been accomplished. The Director shall file the original petition with the 1st Circuit-Probate Division forthwith. Mr. Moynihan shall have thirty (30) days from the date of this order to file any responsive pleading to the petition on behalf of Tri-County.

2. Effective as of the date of this order, Todd C. Fahey, Esq. of Orr & Reno, P.A., Concord, New Hampshire, is appointed as a special trustee of Tri-County with all powers under the by-laws of Tri-County and the laws of the State of New Hampshire to act as the Board of Trustees for Tri-County. Without limiting the generality of the foregoing, the special trustee is granted all necessary power to operate the entity and its programs, conserve and/or expend charitable assets as appropriate and lawful, manage personnel matters including decisions regarding the hiring and/or termination of employment of personnel, recruit a new board of directors subject to approval of this court, review and analyze all records of the entity, determine appropriate levels of insurance coverage, ensure proper licensing, and file all appropriate and necessary reports and forms with Federal and State entities, including, but not limited to the IRS, Secretary of State, and the Charitable Trusts Unit.

3. Until further notice from this court, the power and authority of the current board of directors is suspended, but board members are not discharged of their duties.

4. Tri-County, through its suspended board of directors, executive staff, and employees, shall cooperate fully with the special trustee and shall retain all of its records, of any source or nature, including all electronic records of any kind, and shall make any and all records and financial information of Tri-County available to the special trustee, at his request, throughout the term of the special trustee's appointment. Should the special trustee not receive the cooperation of any such individuals he may file an appropriate motion with this court.

5. Within fourteen (14) days of this order, Tri-County shall provide the special trustee and the Director of Charitable Trusts with an accurate list of the names and addresses of its board members and officers for calendar year 2012, including members or officers who were new to the board, or left the board during this time.

6. The special trustee shall be responsible for determining, as a preliminary matter, whether Tri-County can be a viable non-profit entity moving forward, what is necessary to bring financial stability to the entity, and how best to ensure a continuity of services as are currently provided to its customers/service population.

7. The special trustee may charge a rate of up to \$275 per hour, to be billed on a monthly basis to Tri-County, to the attention of the chief executive officer or individual acting in such a capacity, with a copy to the Director of Charitable Trusts. The special trustee may also incur reasonable and necessary expenses necessary to his work as special trustee, which he may bill to Tri-County. Tri-County shall pay the special trustee's monthly bill within fifteen (15) days of receipt and shall immediately place in reserve \$7,500.00 for the purpose of satisfying any special trustee billing. Any party may request a hearing on the special trustee's bill(s), which the Court will

schedule at its discretion. The special trustee may also be permitted to withdraw upon motion to the Court if Tri-County shall fail to make payment as required herein.

8. The special trustee may retain the services of at least one additional professional individual to assist him with his work as a special trustee. Attorney Fahey has suggested that he might retain John Gilbert as a consultant. Mr. Gilbert's fees shall be discussed in the first instance with the Director and the court shall be notified of the billing rate upon agreement; if an agreement cannot be reached, the issue shall be presented to the court. Billing and payment of this individual to be handled in accordance with the provisions of paragraph 7, above. Should the special trustee determine it necessary to retain additional individuals or entities to assist him in his work, including bankruptcy counsel, he shall file a motion requesting authority to take such action with the court.

9. Commencing January 15, 2013, the special trustee shall file quarterly reports with this court regarding his progress, and the status of resolving Tri-County's financial, governance, and compliance issues. Copies of these reports shall be provided to the Director of Charitable Trusts. The special trustee and the Director of Charitable Trusts may request periodic meetings with each other to discuss the progress of the special trustee and the special trustee may request a hearing before the court at his discretion to address any matters under his jurisdiction.

10. The Court, upon its own motion, or upon motion of the special trustee, or the Director of Charitable Trusts, may terminate the appointment of the special trustee when the issues set forth in the Petition have been satisfactorily addressed.

11. This order concerns the appointment of a special trustee. Nothing in this order shall limit the authority of the Office of the Attorney General to bring any other necessary enforcement action against Tri-County, its board, or its employees or agents, as it deems necessary under its common law and/or statutory authority, in any appropriate judicial forum.

12. A status conference is scheduled for 11:00 a.m. on Tuesday, January 15, 2013 in the 6th Circuit Probate Division in Concord. The special trustee, appropriate and authorized representatives of Tri-County, and the Director of Charitable Trusts, shall be required to attend this conference for the purposes of discussing and determining an appropriate course of action, as well as any other issues as may be necessary. A further order of the court may be issued following that hearing.

SO ORDERED.

Dated: December 14, 2012

2:00 p.m.


David D. King, Judge

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 TRI-COUNTY COMMUNITY ACTION PROGRAM, INC. (TRI-COUNTY CAP) is a New Hampshire nonprofit corporation formed May 18, 1965. 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 4th day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State

Client#: 53575

TRICO2

ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

02/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Davis Towle Morrill & Everett 115 Airport Road P O Box 1260 Concord, NH 03302-1260	CONTACT NAME: PHONE (A/C, No, Ext): 603 225-6611 FAX (A/C, No): 603-225-7935 E-MAIL ADDRESS:														
INSURED Tri County Community Action Program Inc 30 Exchange Street Berlin, NH 03570	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Philadelphia Insurance Co.</td> <td></td> </tr> <tr> <td>INSURER B: Memic Indemnity Company</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> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Philadelphia Insurance Co.		INSURER B: Memic Indemnity Company		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Philadelphia Insurance Co.															
INSURER B: Memic Indemnity Company															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC		PHPK897586	07/22/2012	07/22/2013	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ☒ NON-OWNED AUTOS		PHPK897586	07/22/2012	07/22/2013	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	UMBRELLA LIAB ☐ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$10000		PHUB390921	07/22/2012	07/22/2013	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ Y/N (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	3102801186	07/01/2012	07/01/2013	☒ WC STATUTORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

****Workers Compensation****

Excluded Officers: Karen Matthews, William Hatch and Rudy Urban

Workers Compensation States: NH

RE: Medicaid

(See Attached Descriptions)

CERTIFICATE HOLDER

CANCELLATION

NH DHHS 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 
---	---

© 1988-2010 ACORD CORPORATION. All rights reserved.

DESCRIPTIONS (Continued from Page 1)

VEHICLES:

1998 FORD Econoline 1FDXE40S6WHB74976 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
1998 Dodge Caravan 1B4GP54RXWB713935 - Comprehensive Deductible \$1,000.
2007 FORD e-350 1FDWE35P37DA60971 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2009 FORD e-350 1FDEE35P59DA25993 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2009 FORD e-350 1FDEE35P79DA25994 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2001 FORD TROLLEY 1FCNF53S610A14808 - Comprehensive Coverage Only \$1,000 Deductible
2009 FORD e-350 1FDEE35P99DA51108 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD Aerolite 1FDEE3FL9ADB01487 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD Aerolite 1FDEE3FL0ADB01488 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD Aerolite 1FDEE3FL2ADB01489 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD Aerolite 1FDEE3FL7ADB01486 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD Aerolite 1FDEE3FL1ADB01483 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD E4FF 1FDFF4FS6ADB01898 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD E4FF 1FDFF4FS4ADB01897 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD E4FF 1FDFF4FS2ADB01896 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2010 FORD E4FF 1FDFF4FS0ADB01895 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2011 FORD E-350 1FDEE3FL9BDA73420 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2011 FORD e-350 1FDEE3FL0BDA73421 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2012 Intl MaxxForce 4DRASAAM3CJ597225 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
2012 Intl MaxxForce 4DRASAAM1CJ597224 - Comprehensive Deductible \$1,000. - Collision Deductible \$1,000.
1995 KRISTI CRGO TR 4DKUS1114SS000023 - Comprehensive Deductible \$1,000.
2003 Thomas Built 11 8N 1T88M2D1131127066 - Comprehensive Coverage only \$1,000. Deductible



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Tri-County Community Action Program, Inc., Berlin, New Hampshire (Vendor #177195) to provide Adult Medical Day Services, Congregate and Home Delivered Meals and Transportation services, in an amount not to exceed \$1,893,843.24 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$308,632.00
2012	540-500382	Social Services	\$19,633.00
2012	541-500383	Meals-Home Delivered/Congregate	\$397,673.92
2013	512-500352	Transportation	\$308,632.00
2013	540-500382	Social Services	\$19,633.00
2013	541-500383	Meals-Home Delivered/Congregate	\$397,673.92
Sub-Total			\$1,451,877.84

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND
HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS,
SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	544-500386	Meals - Home Delivered	\$190,517.70
2012	566-500918	Adult Group Day Care	\$30,465.00
2013	544-500386	Meals - Home Delivered	\$190,517.70
2013	566-500918	Adult Group Day Care	\$30,465.00
Sub-Total			\$441,965.40

Total	\$1,893,843.24
-------	----------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services and Transportation services will be able to remain in their homes and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services, Congregate and Home Delivered Meals and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

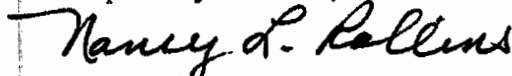
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 55.41% Federal (Administration on Aging and Social Services Block Grant) and 44.59% General Funds.

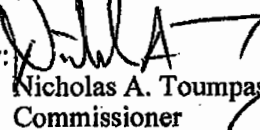
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Valley Regional Healthcare, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Valley Regional Healthcare, Inc.**

This first Amendment to the Adult Medical Day, Adult In Home Care, Health Screening, Home Health Aide and Homemaker services contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, is by and between the State of New Hampshire, Department of Health and Human Services (hereinafter referred to as the "State" or "Department") and Valley Regional Healthcare, Inc., (hereinafter referred to as "the Contractor"), a non-profit corporation organized under the laws of the State of New Hampshire, with a place of business at 958 John Stark Highway, Newport, NH 03773.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$1,294,537.34.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section VI Other Terms and Conditions.

Contractor Initials: 
Date: 6/6/13

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Valley Regional Healthcare, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Remainder of Page Left Intentionally Blank

Contractor Initials: AS
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Valley Regional Healthcare, Inc.



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Valley Regional Healthcare, Inc.

06/06/2013
Date

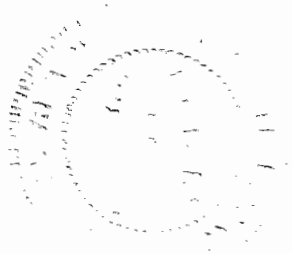
Peter J. Wright
NAME Peter J. Wright
TITLE President

Acknowledgement:

State of New Hampshire, County of Sullivan on 6/6/2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Annette Savari
Name and Title of Notary or Justice of the Peace



Contractor Initials: DS
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Valley Regional Healthcare, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11 Jun. 2013
Date

Janne P. Herrick
Name: Janne P. Herrick
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:

Contractor Initials: DR
Date: 6/6/13

SECTION VI: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;

- 1.1.1. Number of clients served by town, by service, by funding source;
- 1.1.2. Number of units of service delivered to clients by service
- 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
- 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;

1.2 Reporting shall occur for each month of delivered services.

1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

2.1.1. Each contract agency shall include the following information on its wait list:

- 2.1.1.1. The individual's full name and date of birth;
- 2.1.1.2. The name of the Title XX service being requested;
- 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
- 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
- 2.1.1.5. 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;
- 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
- 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.

2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:

- 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
- 2.1.2.2. Declining mental or physical health of the caregiver;
- 2.1.2.3. Declining mental or physical health of the individual;
- 2.1.2.4. Individual has no respite services while living with a caregiver; and
- 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	2,064
Health Screening	Per hour	\$16.85	116
Home Health Aide Services	Per half hour	\$11.65	2,155
Homemaker	Per half hour	\$7.46	1,114
Funding: Title XX			
Homemaker	Per half hour	\$7.46	15,430
Adult In Home Care	Per hour	\$13.67	12,143
Adult In Home Care-APS	Per hour	\$15.85	3,804
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	1,200

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

Department of Health & Human Services

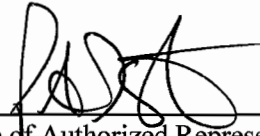
The State Agency Name

Valley Regional Healthcare

Name of the Contractor

Nancy L. Rollins

Signature of Authorized Representative



Signature of Authorized Representative

Nancy L. Rollins

Name of Authorized Representative

Peter J. Wright

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

President

Title of Authorized Representative

10 June 2013

Date

06/06/2013

Date

Contractor Initials:



Date:

6/6/13

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting

of Board of Trustees of Valley Regional Healthcare
(Name of Governing Board) (Name of Corporation)

on December 19, 2012 which was duly called at which a quorum was

present:

"On motion duly made and seconded, it was voted to authorize

the President, to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
Peter J. Wright is the duly elected (Title) President of
this corporation and is still qualified and serving in such capacity.

June 6, 2013
(Date)

Allan Berggren
Secretary

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Sullivan

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Clerk/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.

Annette Sauron
Notary Public/Justice of the Peace

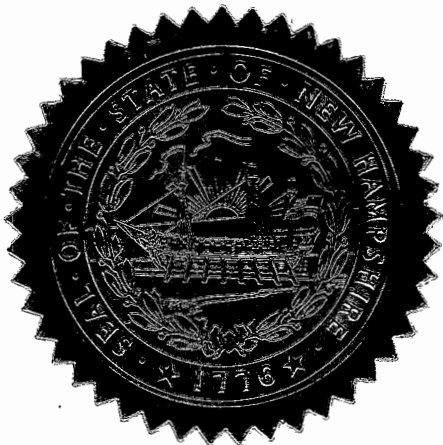
My commission expires: 3/24/2015

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 VALLEY REGIONAL HEALTHCARE, INC. is a New Hampshire nonprofit corporation formed January 30, 1986. 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 10th day of April A.D. 2013.

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/26/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1-617-531-6000

Integro USA Inc.
dba Integro Insurance Brokers
Two Financial Center
60 South Street, Suite 800
Boston, MA 02111

CONTACT

NAME:

PHONE

(A/C No. Ext):

FAX

(A/C, No):

E-MAIL

ADDRESS:

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: LEXINGTON INS CO

19437

INSURED

Valley Regional Healthcare, Inc.

Valley Regional Hospital
243 Elm Street
Claremont, NH 03743

INSURER B:

INSURER C:

INSURER D:

INSURER E:

INSURER F:

COVERAGES

CERTIFICATE NUMBER: 29283867

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		6795757	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000 \$
	☒ COMMERCIAL GENERAL LIABILITY					
	☐ CLAIMS-MADE ☒ OCCUR					
	GEN'L AGGREGATE LIMIT APPLIES PER:					
	☒ POLICY ☐ PRO-JECT ☐ LOC					
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	☐ ANY AUTO					
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				
A	UMBRELLA LIAB		6795756	10/01/12	10/01/13	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ 1,000,000 \$
	EXCESS LIAB	☒ CLAIMS-MADE				
	DED RETENTION \$					
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATU-TORY LIMITS OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y/N	N/A			E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
	If yes, describe under DESCRIPTION OF OPERATIONS below					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: Grant application - Critical Care and Supplemental Oxygen Program

CERTIFICATE HOLDER

NH DHHS

The Director, Division of Public Health Svcs
29 Hazen Drive
Concord, NH 03301-6504

USA

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

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
6/10/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Eastern Insurance Group LLC 233 West Central Street Natick MA 01760	CONTACT NAME: Lumber PHONE (A/C No. Ext): (508) 651-7700 FAX (A/C No.): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: New Hampshire Employers Ins Co INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED Valley Regional Healthcare Inc ETAL 243 Elm Street Claremont NH 03743	NAIC #

COVERAGES CERTIFICATE NUMBER: 12/13 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	ADOL SUBR INSR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/POB AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ 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	N/A ECC4000307012012	10/1/2012	10/1/2013	X WC STATU-TORY LIMITS 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Evidence of Coverage

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

Rosemary Fulham/KB2

ACORD 25 (2010/05)
INS025 (201005) 01

The ACORD name and logo are registered marks of ACORD

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3867
603-271-4680 1-800-351-1888
Fax: 603-271-4648 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Valley Regional Healthcare, Inc., Newport, New Hampshire (Vendor #177158) to provide Adult Medical Day Services, Adult In-Home Care, Health Screening, Home Health Aide and Homemaker services, in an amount not to exceed \$876,932.04 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$55,001.44
2013	540-500382	Social Services	\$55,001.44
Sub-Total			\$110,002.88

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$116,428.22
2012	543-500385	Adult In Home Care	\$258,912.36
2012	566-500918	Adult Group Day Care	\$8,124.00
2013	542-500384	Homemaker	\$116,428.22
2013	543-500385	Adult In Home Care	\$258,912.36
2013	566-500918	Adult Group Day Care	\$8,124.00
Sub-Total			\$766,929.16
Total			\$876,932.04

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services, Adult In-Home Care, Health Screening, Home Health Aide and Homemaker services will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services, Adult In-Home Care, Health Screening, Home Health Aide and Homemaker services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

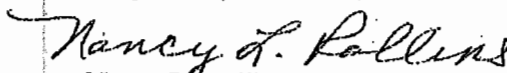
Area served: See attached list of towns/cities served.

Sources of Funds: 49.36% Federal (Administration on Aging and Social Services Block Grant) and 50.64% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Visiting Nurse Home Care & Hospice of Carroll County**



**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Visiting Nurse Home Care & Hospice of Carroll County**

This first Amendment to the Adult In Home Care, Home Health Aide and Homemaker contract (hereinafter referred to as "Amendment #1") dated this 3rd day of June 2013, 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, formerly Carroll County Health and Home Care Services (hereinafter referred to as "the Contractor"), a nonprofit corporation with a place of business at 1529 White Mountain Highway, Box 432, North Conway, New Hampshire, 03860.

WHEREAS based on a Certificate of Merger of Domestic Voluntary Corporations filed with the New Hampshire Secretary of State on December 29, 2011, Carroll County Health and Home Care Services (merged corporation) into Visiting Nurse & Hospice Care Services of Northern Carroll County (surviving corporation); and

WHEREAS the above referenced surviving corporation changed the name of the corporation from Visiting Nurse & Hospice Care Services of Northern Carroll County to Visiting Nurse Home Care & Hospice of Carroll County as referenced in an Affidavit of Amendment filed with the New Hampshire Secretary of State on December 29, 2011.

WHEREAS, pursuant to an agreement (the "Contract") approved by the Governor and Executive Council on June 22, 2011, 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 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of the P-37:
 - a. Delete:
Block 1.3 Contractor Name:
Carroll County Health and Home Care Services

**State of New Hampshire
Department of Health and Human Services
Amendment #1 for Visiting Nurse Home Care & Hospice of Carroll County**



Replace with:

Block 1.3 Contractor Name:

Visiting Nurse Home Care & Hospice of Carroll County

b. Delete:

Block 1.4 Contractor Address:

448 White Mountain Highway
Chocorua, New Hampshire 03817

Replace with:

Block 1.4 Contractor Address:

1529 White Mountain Highway, Box 432
North Conway, New Hampshire, 03860

c. Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.

d. Change Price Limitation in Block 1.8 of the P-37 to read \$981,456.03.

2) Amendment and modification of Exhibit A:

a) Delete "Contract Period: July 1, 2011 through June 30, 2013."

b) Delete and replace Section IV Other Terms and Conditions.

3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.

4) Delete and Replace Standard Exhibit C Special Provisions

5) Amendment and Modification of Exhibit C-1:

a) Add Paragraph #4:

4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:

10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.

6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.

7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Visiting Nurse Home Care & Hospice of Carroll County



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

10 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

Visiting Nurse Home Care & Hospice of Carroll
County

6-7-13
Date

Jandra Rue
Name:
Title: Exec Director

Acknowledgement:
State of NH, County of Carroll on June 7, 2013
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Beverly A. Holmes
Name and Title of Notary Public or Justice of the Peace

BEVERLY A. HOLMES, Notary Public
My Commission Expires October 21, 2014

State of New Hampshire
Department of Health and Human Services
Amendment #1 for Visiting Nurse Home Care & Hospice of Carroll County



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

11 JUN. 2013
Date

JEANNE P. HERRICK
Name: JEANNE P. HERRICK
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:

SECTION IV: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

- 2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.
 - 2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.
- 2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing
- 2.2. The wait list must be maintained during the contract period and available to BEAS upon request.
- 3. Equal Access to services:
 - 3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.
 - 3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.
- 4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

 - 4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.
- 5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.
- 6. Criminal Background and Adult Protective Service Registry Checks:
 - 6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.

7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.

8. Contract Monitoring:

State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.

9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.

10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Adult In Home Care-APS	Per hour	\$15.85	446
Home Health Aide Services	Per half hour	\$11.65	5,573
Funding: Title XX			
Homemaker	Per half hour	\$7.46	14,957
Adult In Home Care	Per hour	\$13.67	8,915
Adult In Home Care-APS	Per hour	\$15.85	437

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.
3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.
6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS
The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) Definitions.

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) Obligations and Activities of Business Associate.

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec.13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

<u>Department of Health & Human Services</u>	<u>VISITATION NURSE HOME</u>
The State Agency Name	Name of the Contractor
<u>Nancy L. Rollins</u>	<u>SABORA RUKA</u>
Signature of Authorized Representative	Signature of Authorized Representative
<u>Nancy L. Rollins</u>	<u>SABORA RUKA</u>
Name of Authorized Representative	Name of Authorized Representative
<u>Associate Commissioner</u>	<u>Exec. Director</u>
Title of Authorized Representative	Title of Authorized Representative
<u>10 June 2013</u>	<u>6-7-13</u>
Date	Date

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from minutes of meeting
of Board of Directors of
(Name of Governing Board)

Visiting Nurse Home
Care & Hospice of Carroll
(Name of Corporation) (County)

on JUN 12 2013 which was duly called at which a quorum was
present:

"On motion duly made and seconded, it was voted to authorize

the SANDRA RUKA, to accept grants and awards and enter into contracts, and contract
amendments from time to time with the New Hampshire Department of Health and Human Services,
Division of Community Based Care Services, Bureau of Elderly and Adult Services, to sign and otherwise
fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any
related documents requested by the Bureau of Elderly and Adult Services; 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 (Name of corporate official signing the acceptance or contract)
SANDRA RUKA is the duly elected (Title) Executive Dir. of
this corporation and is still qualified and serving in such capacity.

6/7/13
(Date)

[Signature]
Secretary President

(Imprint seal of corporation. If none, write: "No corporate seal.")

STATE OF NEW HAMPSHIRE

COUNTY OF Carroll

On June 7, 2013, before the undersigned officer personally
appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the
Clerk/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.

BEVERLY A. HOLMES, Notary Public
My Commission Expires October 21, 2014

Beverly A Holmes
Notary Public/Justice of the Peace

My commission expires: 10/21/14

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 formed November 16, 1992. 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 15th day of April A.D. 2013

A handwritten signature in cursive script, reading "William M. Gardner".

William M. Gardner
Secretary of State

ACORDTM**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs LLC, CL PO Box 406 Portland, ME 04112-0406	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Visiting Nurse Homecare and Hospice of Carroll County PO Box 5001 North Conway, NH 03860-5001	<table border="1"> <thead> <tr> <th data-bbox="812 451 1396 472">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1396 451 1515 472">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="812 472 1396 504">INSURER A : ProMutual Group</td> <td data-bbox="1396 472 1515 504">10206</td> </tr> <tr> <td data-bbox="812 504 1396 535">INSURER B : ProSelect Insurance Company</td> <td data-bbox="1396 504 1515 535">10638</td> </tr> <tr> <td data-bbox="812 535 1396 567">INSURER C : National Union Fire Ins Pittsbu</td> <td data-bbox="1396 535 1515 567">19445</td> </tr> <tr> <td data-bbox="812 567 1396 598">INSURER D :</td> <td data-bbox="1396 567 1515 598"></td> </tr> <tr> <td data-bbox="812 598 1396 630">INSURER E :</td> <td data-bbox="1396 598 1515 630"></td> </tr> <tr> <td data-bbox="812 630 1396 653">INSURER F :</td> <td data-bbox="1396 630 1515 653"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : ProMutual Group	10206	INSURER B : ProSelect Insurance Company	10638	INSURER C : National Union Fire Ins Pittsbu	19445	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : ProMutual Group	10206														
INSURER B : ProSelect Insurance Company	10638														
INSURER C : National Union Fire Ins Pittsbu	19445														
INSURER D :															
INSURER E :															
INSURER F :															

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC		220831GL	03/01/2013	03/01/2014	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$3,000,000 PRODUCTS - COMP/OP AGG \$3,000,000 \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	☒ UMBRELLA LIAB ☐ EXCESS LIAB ☐ DED ☒ RETENTION \$10000	☐ OCCUR ☐ CLAIMS-MADE	220831CA	03/01/2013	03/01/2014	EACH OCCURRENCE \$5,000,000 AGGREGATE \$5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				WC STATUTORY LIMITS ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
C	D & O Claims Made		014160572	10/31/2012	10/31/2013	3,000,000 each claim 25,000 deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER**CANCELLATION**

DHHS 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 

Client#: 1038472

VISITNUR26

ACORD™**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

6/07/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Svcs LLC, CL PO Box 406 Portland, ME 04112-0406	CONTACT NAME: PHONE (A/C, No, Ext): 603 625-1100 FAX (A/C, No): E-MAIL ADDRESS:														
INSURED Visiting Nurse Home Care & Hospice of Carroll County PO Box 432 North Conway, NH 03860	<table border="1"> <tr> <th data-bbox="808 457 1398 478">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1398 457 1529 478">NAIC #</th> </tr> <tr> <td data-bbox="808 478 1398 510">INSURER A: Technology Insurance Company, I</td> <td data-bbox="1398 478 1529 510">42376</td> </tr> <tr> <td data-bbox="808 510 1398 541">INSURER B:</td> <td data-bbox="1398 510 1529 541"></td> </tr> <tr> <td data-bbox="808 541 1398 573">INSURER C:</td> <td data-bbox="1398 541 1529 573"></td> </tr> <tr> <td data-bbox="808 573 1398 604">INSURER D:</td> <td data-bbox="1398 573 1529 604"></td> </tr> <tr> <td data-bbox="808 604 1398 636">INSURER E:</td> <td data-bbox="1398 604 1529 636"></td> </tr> <tr> <td data-bbox="808 636 1398 653">INSURER F:</td> <td data-bbox="1398 636 1529 653"></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Technology Insurance Company, I	42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Technology Insurance Company, I	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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ HIRED AUTOS ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE ☐ DED ☐ RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	TWC3324014	07/01/2012	07/01/2013	☒ WC STATU-TORY LIMITS ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Evidence of Workers' Compensation Coverage.

CERTIFICATE HOLDER**CANCELLATION**

DHHS 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 
--	--

© 1988-2010 ACORD CORPORATION. All rights reserved.



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888
Fax: 603-271-4643 TDD Access: 1-800-735-2964

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with Carroll County Health & Home Care Services, Chocorua, New Hampshire (Vendor #167159) to provide Adult In-Home Care, Home Health Aide and Homemaker services, in an amount not to exceed \$669,087.76 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	540-500382	Social Services	\$74,330.00
2013	540-500382	Social Services	\$74,330.00
Subtotal			\$148,660.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$112,854.88
2012	543-500385	Adult In Home Care	\$147,359.00
2013	542-500384	Homemaker	\$112,854.88
2013	543-500385	Adult In Home Care	\$147,359.00
Sub-Total			\$520,427.76
Total			\$669,087.76

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Homemaker and Adult In-Home Care will be able to remain in their homes and communities and maintain their independence.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Homemaker and Adult In-Home Care services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

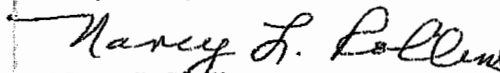
Area served: See attached list of towns/cities served.

Sources of Funds: 50.27% Federal (Administration on Aging and Social Services Block Grant) and 49.73% General Funds.

In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

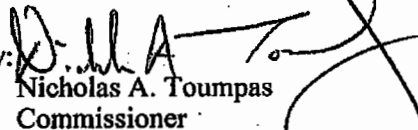
His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.**



**State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.**

This 2nd Amendment to the Adult Medical Day, Adult In-Home Care, Community Elder Support Services, Home Health Aide, Homemaker, Nutrition and Transportation services contract (hereinafter referred to as "Amendment #2") dated this 5th day of June 2013, 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 non-profit corporation organized under the laws of the State of New Hampshire, 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 June 22, 2011, and amended by an agreement (Amendment #1 of the Contract) approved June 5, 2013, 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

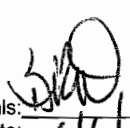
WHEREAS, the State and the Contractor have agreed to make changes to the scope of work, payment schedules and terms and conditions of the contract; and

WHEREAS, pursuant to the General Provisions, Paragraph 18 of the Agreement, the State may amend the Contract by written agreement of the parties; and

WHEREAS the Department is extending the Contract for one year to continue the delivery of services.

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) Amendment and modification of P-37 "Agreement";
 - a) Change Completion Date in Block 1.7 of the P-37 to read June 30, 2014.
 - b) Change Price Limitation in Block 1.8 of the P-37 to read \$5,404,130.77.
- 2) Amendment and modification of Exhibit A:
 - a) Delete "Contract Period: July 1, 2011 through June 30, 2013."
 - b) Delete and replace Section IX Other Terms and Conditions.

Contractor Initials: 
Date: 6/6/13

**State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.**



- 3) Delete and Replace Exhibit B Purchase of Services for the period of July 1, 2013 through June 30, 2014.
- 4) Delete and Replace Standard Exhibit C Special Provisions
- 5) Amendment and Modification of Exhibit C-1:
 - a) Add Paragraph #4:
 4. Paragraph "10. Audit:" of Exhibit C Special Provisions is deleted and replaced with the following:
 10. Audit: Contractor shall submit an annual audit to the Department within 9 months 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.
- 6) Contractor agrees to Exhibits C-1 through J extended to June 30, 2014.
- 7) Add Standard Exhibit I Health Insurance Portability and Accountability Act, Business Associate Agreement.

Contractor Initials: BKD
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.



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

7 June 2013
Date

Nancy L. Rollins
Nancy L. Rollins
Associate Commissioner

VNA at HCS, Inc.

June 6, 2013
Date

Barbara Duckett
NAME Barbara Duckett
TITLE President/CEO

Acknowledgement:

State of New Hampshire, County of Cheshire on June 6, 2013,
before the undersigned officer, personally appeared the person identified 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 of Notary Public or Justice of the Peace

Carol Elizabeth Price
Name and Title of Notary or Justice of the Peace
Carol Elizabeth Price, Notary

CAROL ELIZABETH PRICE, Notary Public
My Commission Expires June 3, 2014

Contractor Initials: B/D
Date: 6/6/13

State of New Hampshire
Department of Health and Human Services
Amendment #2 for VNA at HCS, Inc.



The preceding Amendment, having been reviewed by this office, is approved as to form, substance, and execution.

OFFICE OF THE ATTORNEY GENERAL

10 Jun. 2013
Date

Jeane P. Herrick
Name: Jeane P. Herrick
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:

Contractor Initials: BRL
Date: 6/6/13

SECTION IX: OTHER TERMS AND CONDITIONS

1. Reporting Requirements

- 1.1 The Contractor shall collect and report to DHHS, but not limited to, the following data;
 - 1.1.1. Number of clients served by town, by service, by funding source;
 - 1.1.2. Number of units of service delivered to clients by service
 - 1.1.3. Monthly reporting on the distance and number of transportation trips per client;
 - 1.1.4. Monthly program amount by direct and indirect costs, and matching amounts, by service, and by funding source;
- 1.2 Reporting shall occur for each month of delivered services.
- 1.3 The Contractor shall report the data on a standard template provided by DHHS.

2. Wait List

- 2.1. All services covered by this contract shall be provided to the extent that funds, staff and/or resources for this purpose are available. For services covered by the Social Services Block Grant, the contract agency shall maintain a wait list in accordance with He-E 501 when funding or resources are not available to provide the requested services. All other services not covered by the Social Services Block Grant, shall also maintain a wait list that includes at a minimum:

- 2.1.1. Each contract agency shall include the following information on its wait list:
 - 2.1.1.1. The individual's full name and date of birth;
 - 2.1.1.2. The name of the Title XX service being requested;
 - 2.1.1.3. The date upon which the individual applied for services which shall be the date the application was received by the contract agency or BEAS;
 - 2.1.1.4. The target date of implementing the services based on the communication between the individual and the BEAS/contract agency;
 - 2.1.1.5. 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;
 - 2.1.1.6. The individual's assigned priority on the wait list, determined in accordance with (b) below;
 - 2.1.1.7. A brief description of the individual's circumstances and the services he or she needs.
- 2.1.2. The contract agency shall prioritize each individual's standing on the list by determining the individual's urgency of need in the following order:
 - 2.1.2.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting;
 - 2.1.2.2. Declining mental or physical health of the caregiver;
 - 2.1.2.3. Declining mental or physical health of the individual;
 - 2.1.2.4. Individual has no respite services while living with a caregiver; and
 - 2.1.2.5. Length of time on the wait list.

2.1.2.6. When 2 or more individuals on the wait list have been assigned the same service priority, the individual served first will be the one with the earliest application date.

2.1.2.7. Individuals with adult protective needs in accordance with RSA 161-F:42-57 shall be exempt from the wait list.

2.1.3. When an individual is placed on the wait list, the contract agency shall notify the individual in writing

2.2. The wait list must be maintained during the contract period and available to BEAS upon request.

3. Equal Access to services:

3.1. To ensure equal access to quality services, the Contractor, when feasible and appropriate, shall make reasonable efforts to provide clients of limited English proficiency (LEP) with interpretation services. Persons of LEP are defined as those who do not speak English as their primary language and whose skills in listening to, speaking, or reading English are such that they are unable to adequately understand and participate in the care or in the services provide to them without language assistance.

3.2. Additionally, the Contractor, when appropriate, shall identify communication access needs (hearing, vision, speech) and develop an individual communication plan for recipients of services provided under this contract.

4. Consumer Grievance Process

The Contractor shall have a grievance process for clients and for individuals who have been denied services, that shall be maintained during the contract period and any grievances filed are to be available to BEAS upon request. At a minimum the process shall include the following:

4.1. Client name, type of service, date of written grievance, nature/subject of the grievance, who in the agency reconsiders agency decisions, what are the issues that can be addressed in the grievance process, and how consumers are informed of their right to appeal or file grievances.

5. Adult Protective Services:

In order to meet the requirements of Chapter 161-F Protective Services to Adults, the Contractor shall ensure the provision of services to clients referred by BEAS as persons in need of protective services. . These clients will not be charged a fee or a donation and will not have any financial eligibility requirements.

6. Criminal Background and Adult Protective Service Registry Checks:

6.1. Contractor shall conduct a criminal background check if a potential applicant for employment or volunteer, funded under this contract, may have client contact in the client's place of residence. Contractors who are licensed home health care providers including those that only provide homemaker services, shall meet the requirements of RSA 151:2-d Criminal Record Check Required.

- 6.2. Contractors which are licensed, certified or funded by the DHHS shall meet the requirements of RSA 161-F: 49 Registry, VII, which requires the submission of the name of a prospective employee who may have client contact, for review against the State Adult Protective Service Registry, effective July 1, 2007.
7. Services shall be provided in accordance with administrative rules and applicable policies and procedures adopted by the Department of Health and Human Services and in effect at any time during the contract period, and as they may be adopted or amended.
8. Contract Monitoring:
State of New Hampshire, Department of Health and Human Services shall monitor the contract by conducting announced and/or unannounced site reviews for compliance with the terms in the agreement for up to four (4) years from the end period of the most recent contract.
9. Board of Directors

Contractor shall submit to the Bureau of Elderly and Adult Services a list of current Board of Directors, with names, addresses and titles that covers the entire contract period.
10. Agreement Elements:

The Agreement between the parties shall consist of the following: General Provisions (P-37), Exhibit A Scope of Services, Exhibit B Purchase of Services, Exhibit C Special Provisions, Exhibit C-1 Additional Special Provisions, Exhibit D Certification Regarding Drug-Free Workplace, Exhibit E Certification Regarding Lobbying, Exhibit F Certification Regarding Debarment, Suspension and Other Responsibility Matters, Exhibit G Certification Regarding the American's With Disabilities Act Compliance, Exhibit H Certification Regarding Environmental Tobacco Smoke, Exhibit I Health Insurance Portability and Accountability Act Business Associate Agreement, Exhibit J Certification Regarding The Federal Funding Accountability and Transparency Act Compliance. In the event of any conflict or contradiction between or among the Agreement documents, the documents shall control in the above order of precedence.

The Remainder of the page is left intentionally blank.

**EXHIBIT B
PURCHASE OF SERVICES**

1. Subject to the Contractor's compliance with the terms and conditions of the Agreement, the Bureau of Elderly and Adult Services shall reimburse the Contractor for units of service provided to eligible individuals, by the Contractor, as in the Services and Units table below(s):

Services and Units Table			
Service	SFY 2014 Unit Type	SFY 2014 Rate Per Unit	SFY 2014 Units
Funding: ACL Title IIIB			
Transportation- Demand Route	Per one way trip	\$5.74	9,043
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	8,742
Adult In Home Care-APS	Per hour	\$15.85	792
Community Elder Support Services	Cost Reimbursement	\$45,504.33	1
Home Health Aide Services	Per half hour	\$11.65	158
Funding: ACL Title IIIC			
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	40,204
Nutrition Services: Congregate Meals	Per meal	\$4.90	22,397
Funding: Title XX			
Homemaker	Per half hour	\$7.46	30,071
Adult In Home Care	Per hour	\$13.67	37,178
Adult In Home Care-APS	Per hour	\$15.85	6,558
Nutrition Services: Home Delivered Meals	Per meal	\$5.32	36,824
Nutrition Services: Home Delivered Meals (General Funds)	Per meal	\$5.32	7,644
Nutrition Services: Home Delivered Meals APS	Per meal	\$5.75	2,772
Adult Medical Day Services	Per hour max of 6 hours per day	\$6.77	10,000

2. Notwithstanding paragraph 18 of the P-37, an amendment limited to the terms of Exhibit B, Paragraph 1, to transfer the amount of units from one service to another that are funded within the same account number identified in Paragraph 3 and within the price limitation, can be made by written agreement of both parties and may be made without obtaining approval of Governor and Executive Council.

3. The Agreement (P-37) Section 1.6 Account Numbers for funding under this contract including identification of the funding source (name of Grantor and Catalog of Federal Domestic Assistance (CFDA) number) are as follows:

Service	Funding Name	Funding Source	CFDA #	State of NH Account Number
Social Services	Special Programs for the Aging- Title IIIB	Administration for Community Living (ACL)	93.044	05-95-48-481010-78720000-540-500382
Transportation	Special Programs for the Aging- Title IIIB	ACL	93.044	05-95-48-481010-78720000-512-500352
Nutrition Services	Special Programs for the Aging- Title IIIC	ACL	93.045	05-95-48-481010-78720000-541-500383
Adult Medical Day Services	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-566-500918
Adult In Home Care	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-543-500385
Homemaker	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-542-500384
Nutrition Services: Home Delivered Meals	Social Services Block Grant- Title XX	U.S. Dept of Health & Human Services	93.667	05-95-48-481010-92550000-544-500386

4. Administration for Community Living, Title IIIB and Title IIIC Matching Requirement.
The Contractor is required to fund a minimum 10% match on the amount of the Title IIIB and Title IIIC funding to support the services in this contract. The match is to be calculated over the total program budget including the match. The contractor is required to fund the match, the difference between the total costs of the programs less the State's share. The match cannot be derived from federal sources. Any match has to be in direct support of the particular services in this contract.
5. The Contractor shall submit invoices on a monthly basis in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services and provided to the contractor. The Bureau of Elderly and Adult Services shall pay on actual units served to clients, up to the amount of units identified in this contract by State Fiscal Year and where a service authorization has been completed for each client as required in this contract. The amount of any payment approved by the Bureau of Elderly and Adult Services shall be determined at the sole discretion of the Bureau of Elderly and Adult Services.

6. The Bureau of Elderly and Adult Services will reimburse from one funding source only, i.e. Title XX or Title IIIB for a single unit of service. Contractors must not submit invoices for a single unit of service to more than one funding source.
7. The Contractor shall comply with the necessary steps established by the Department for making payments to vendors using Electronic Funds Transfer (EFT). Exceptions to using EFT for payment shall be made upon prior approval of the BEAS Financial Manager or designee.
8. The Bureau of Elderly and Adult Services may require certain payments returned to the State of New Hampshire if: 1) the final reconciliation of the payments made by BEAS under this agreement show that the payments exceeded the actual units served; 2) services are not being provided in accordance with the requirements and scope of services in Exhibit A; and 3) Should BEAS choose to execute the right to terminate the contract agreement as stated in Exhibit C-1 Additional Special Provisions.
9. CONTRACT SERVICE NON CLIENT SPECIFIC INVOICES FOR TITLE III AND FOR GENERAL FUNDED MEALS

The Contractor shall complete and submit a signed original and one copy of a CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE for actual units served during the month specified. The CONTRACT SERVICE NON CLIENT SPECIFIC INVOICE is the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

Prior to submittal of an invoice for the following Title III funded services: Homemaker, Home Health Aide, Adult Day Services, Adult Non-medical Day Services Home Delivered Meals and Congregate Meals the Contractor will complete Form # 3502 (Contract Service Authorization Form), in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed.

Contract Service Authorization Form (#3502) shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

Contract Service Non Client Specific Invoices shall be sent to:

Bureau of Elderly and Adult Services
Finance and Business Operations
Governor Hugh Gallen Office Park, Brown Building
129 Pleasant Street
Concord, N.H. 03301

10. CONTRACT SERVICE CLIENT SPECIFIC INVOICES (FOR TITLE XX)

The Contractor shall complete and submit a signed CONTRACT SERVICE CLIENT SPECIFIC INVOICE for actual units served during the month specified for the client identified on the Bureau of Elderly and Adult Services generated and preprinted invoice provided to the contractor on a monthly basis by the NH Department of Health and Human Services, Data Management Unit.

A signed cover letter identifying the name of the agency, the type of service and the dates of service may be submitted in lieu of individually signed client specific invoices.

Prior to submittal of an invoice the Contractor will complete Forms #3000 (Application/Reapplication for Social Services) and #3502 (Contract Service Authorization Form) in accordance with procedures and instructions established by the Bureau of Elderly and Adult Services for each client for whom reimbursement will be claimed. Form #3502 must be submitted to the Department of Health and Human Services, Data Management Unit. Redetermination of client eligibility will be performed through the use of Forms #3000 and #3502 every twelve months thereafter.

Contract Service Authorization Form (#3502) and Contract Service Client Specific Invoices shall be sent to:

NH Department of Health and Human Services
Data Management Unit
129 Pleasant Street, P.O. Box 2000
Concord, NH 03301

NH Department of Health and Human Services

STANDARD EXHIBIT C

SPECIAL PROVISIONS

1. Contractors Obligations: The Contractor covenants and agrees that all funds received by the Contractor under the Contract shall be used only as payment to the Contractor for services provided to eligible individuals and, in the furtherance of the aforesaid covenants, the Contractor hereby covenants and agrees as follows:

2. Compliance with Federal and State Laws: If the Contractor is permitted to determine the eligibility of individuals such eligibility determination shall be made in accordance with applicable federal and state laws, regulations, orders, guidelines, policies and procedures.

3. Time and Manner of Determination: Eligibility determinations shall be made on forms provided by the Department for that purpose and shall be made and remade at such times as are prescribed by the Department.

4. Documentation: In addition to the determination forms required by the Department, the Contractor shall maintain a data file on each recipient of services hereunder, which file shall include all information necessary to support an eligibility determination and such other information as the Department requests. The Contractor shall furnish the Department with all forms and documentation regarding eligibility determinations that the Department may request or require.

5. Fair Hearings: The Contractor understands that all applicants for services hereunder, as well as individuals declared ineligible have a right to a fair hearing regarding that determination. The Contractor hereby covenants and agrees that all applicants for services shall be permitted to fill out an application form and that each applicant or re-applicant shall be informed of his/her right to a fair hearing in accordance with Department regulations.

6. Gratuities or Kickbacks: The Contractor agrees that it is a breach of this Contract to accept or make a payment, gratuity or offer of employment on behalf of the Contractor, any Sub-Contractor or the State in order to influence the performance of the Scope of Work detailed in Exhibit A of this Contract. The State may terminate this Contract and any sub-contract or sub-agreement if it is determined that payments, gratuities or offers of employment of any kind were offered or received by any officials, officers, employees or agents of the Contractor or Sub-Contractor.

7. Retroactive Payments: Notwithstanding anything to the contrary contained in the Contract or in any other document, contract or understanding, it is expressly understood and agreed by the parties hereto, that no payments will be made hereunder to reimburse the Contractor for costs incurred for any purpose or for any services provided to any individual prior to the Effective Date of the Contract and no payments shall be made for expenses incurred by the Contractor for any services provided prior to the date on which the individual applies for services or (except as otherwise provided by the federal regulations) prior to a determination that the individual is eligible for such services.

8. Conditions of Purchase: Notwithstanding anything to the contrary contained in the Contract, nothing herein contained shall be deemed to obligate or require the Department to purchase services hereunder at a rate which reimburses the Contractor in excess of the Contractor's costs, at a rate which exceeds the amounts reasonable and necessary to assure the quality of such service, or at a rate which exceeds the rate charged by the Contractor to ineligible individuals or other third party funders for such service. If at any time during the term of this Contract or after receipt of the Final Expenditure Report hereunder, the Department shall determine that the Contractor has used payments hereunder to reimburse items of expense other than such costs, or has received payment in excess of such costs or in excess of such rates charged by the Contractor to ineligible individuals or other third party funders, the Department may elect to:

8.1 Renegotiate the rates for payment hereunder, in which event new rates shall be established;

8.2 Deduct from any future payment to the Contractor the amount of any prior reimbursement in excess of costs;

8.3 Demand repayment of the excess payment by the Contractor in which event failure to make such repayment shall constitute an Event of Default hereunder. When the Contractor is permitted to determine the eligibility of individuals for services, the Contractor agrees to reimburse the Department for all funds paid by the Department to the Contractor for services provided to any individual who is found by the Department to be ineligible for such services at any time during the period of retention of records established herein.

RECORDS: MAINTENANCE, RETENTION, AUDIT, DISCLOSURE AND CONFIDENTIALITY:

9. Maintenance of Records: In addition to the eligibility records specified above, the Contractor covenants and agrees to maintain the following records during the Contract Period:

9.1 Fiscal Records: books, records, documents and other data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor during the Contract Period, said records to be maintained in accordance with accounting procedures and practices which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

9.2 Statistical Records: Statistical, enrollment, attendance or visit records for each recipient of services during the Contract Period, which records shall include all records of application and eligibility (including all forms required to determine eligibility for each such recipient), records regarding the provision of services and all invoices submitted to the Department to obtain payment for such services.

9.3 Medical Records: Where appropriate and as prescribed by the Department regulations, the Contractor shall retain medical records on each patient/recipient of services.

10. Audit: Contractor shall submit an annual audit to the Department within 60 days after the close of the Contractor fiscal year. It is recommended that the report be prepared in accordance with the provision of Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Non Profit Organizations" and the provisions of Standards for Audit of Governmental Organizations, Programs, Activities and Functions, issued by the US General Accounting Office (GAO standards) as they pertain to financial compliance audits.

10.1 Audit and Review: During the term of this Contract and the period for retention hereunder, the Department, the United States Department of Health and Human Services, and any of their designated representatives shall have access to all reports and records maintained pursuant to the Contract for purposes of audit, examination, excerpts and transcripts.

10.2 Audit Liabilities: In addition to and not in any way in limitation of obligations of the Contract, it is understood and agreed by the Contractor that the Contractor shall be held liable for any state or federal audit exceptions and shall return to the Department, all payments made under the Contract to which exception has been taken or which have been disallowed because of such an exception.

11. Confidentiality of Records: All information, reports, and records maintained hereunder or collected in connection with the performance of the services and the Contract shall be confidential and shall not be disclosed by the Contractor, provided however, that pursuant to state laws and the regulations of the Department regarding the use and disclosure of such information, disclosure may be made to public officials requiring such information in connection with their official duties and for purposes directly connected to the administration of the services and the Contract; and provided further, that the use or disclosure by any party of any information concerning a recipient for any purpose not directly connected with the administration of the Department or the Contractor's responsibilities with respect to purchased services hereunder is prohibited except on written consent of the recipient, his attorney or guardian.

Notwithstanding anything to the contrary contained herein the covenants and conditions contained in the Paragraph shall survive the termination of the Contract for any reason whatsoever.

12. Reports: Fiscal and Statistical: The Contractor agrees to submit the following reports at the following times if requested by the Department.

12.1 Interim Financial Reports: Written interim financial reports containing a detailed description of all costs and non-allowable expenses incurred by the Contractor to the date of the report and containing such other information as shall be deemed satisfactory by the Department to justify the rate of payment hereunder. Such Financial Reports shall be submitted on the form designated by the Department or deemed satisfactory by the Department.

12.2 Final Report: A final report shall be submitted within thirty (30) days after the end of the term of this Contract. The Final Report shall be in a form satisfactory to the Department and shall contain a summary statement of progress toward goals and objectives stated in the Proposal and other information required by the Department.

13. Completion of Services: Disallowance of Costs: Upon the purchase by the Department of the maximum number of units provided for in the Contract and upon payment of the price limitation hereunder, the Contract and all the obligations of the parties hereunder (except such obligations as, by the terms of the Contract are to be performed after the end of the term of this Contract and/or survive the termination of the Contract) shall terminate, provided however, that if, upon review of the Final Expenditure Report the Department shall disallow any expenses claimed by the Contractor as costs hereunder the Department shall retain the right, at its discretion, to deduct the amount of such expenses as are disallowed or to recover such sums from the Contractor.

14. Credits: All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Contract shall include the following statement:

14.1 The preparation of this (report, document etc.) was financed under a Contract with the State of New Hampshire, Department of Health and Human Services, with funds provided in part by the State of New Hampshire and/or such other funding sources as were available or required, e.g., the United States Department of Health and Human Services.

15. Prior Approval and Copyright Ownership:

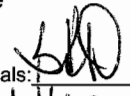
All materials (written, video, audio) produced or purchased under the contract shall have prior approval from DHHS before printing, production, distribution or use. The DHHS will retain copyright ownership for any and all original materials produced, including, but not limited to, brochures, resource directories, protocols or guidelines, posters, or reports. Contractor shall not reproduce any materials produced under the contract without prior written approval from DHHS.

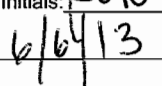
16. Operation of Facilities: Compliance with Laws and Regulations: In the operation of any facilities for providing services, the Contractor shall comply with all laws, orders and regulations of federal, state, county and municipal authorities and with any direction of any Public Officer or officers pursuant to laws which shall impose an order or duty upon the contractor with respect to the operation of the facility or the provision of the services at such facility. If any governmental license or permit shall be required for the operation of the said facility or the performance of the said services, the Contractor will procure said license or permit, and will at all times comply with the terms and conditions of each such license or permit. In connection with the foregoing requirements, the Contractor hereby covenants and agrees that, during the term of this Contract the facilities shall comply with all rules, orders, regulations, and requirements of the State Office of the Fire Marshal and the local fire protection agency, and shall be in conformance with local building and zoning codes, by-laws and regulations.

17. Subcontractors: DHHS recognizes that the Contractor may choose to use subcontractors with greater expertise to perform certain health care services or functions for efficiency or convenience, but the Contractor shall retain the responsibility and accountability for the function(s). Prior to subcontracting, the Contractor shall evaluate the subcontractor's ability to perform the delegated function(s). This is accomplished through a written agreement that specifies activities and reporting responsibilities of the subcontractor and provides for revoking the delegation or imposing sanctions if the subcontractor's performance is not adequate. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions.

When the Contractor delegates a function to a subcontractor, the Contractor shall do the following:

- Evaluate the prospective subcontractor's ability to perform the activities, before delegating the function
- Have a written agreement with the subcontractor that specifies activities and reporting responsibilities and how sanctions/revocation will be managed if the subcontractor's performance is not adequate

Contractor Initials: 

Date: 

- Monitor the subcontractor's performance on an ongoing basis
- Provide to DHHS an annual schedule identifying all subcontractors, delegated functions and responsibilities, and when the subcontractor's performance will be reviewed
- DHHS shall review and approve all subcontracts.

If the Contractor identifies deficiencies or areas for improvement are identified, the Contractor shall take corrective action.

SPECIAL PROVISIONS – DEFINITIONS

As used in the Contract, the following terms shall have the following meanings:

COSTS: Shall mean those direct and indirect items of expense determined by the Department to be allowable and reimbursable in accordance with cost and accounting principles established in accordance with state and federal laws, regulations, rules and orders.

DEPARTMENT: NH Department of Health and Human Services.

PROPOSAL: If applicable, shall mean the document submitted by the Contractor on a form or forms required by the Department and containing a description of the Services to be provided to eligible individuals by the Contractor in accordance with the terms and conditions of the Contract and setting forth the total cost and sources of revenue for each service to be provided under the Contract.

UNIT: For each service that the Contractor is to provide to eligible individuals hereunder, shall mean that period of time or that specified activity determined by the Department and specified in Exhibit B of the Contract.

FEDERAL/STATE LAW: Wherever federal or state laws, regulations, rules, orders, and policies, etc. are referred to in the Contract, the said reference shall be deemed to mean all such laws, regulations, etc. as they may be amended or revised from the time to time.

SUPPLANTING OTHER FEDERAL FUNDS: The Contractor guarantees that funds provided under this Contract will not supplant any existing federal funds available for these services.

NH Department of Health and Human Services

STANDARD EXHIBIT I
HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT
BUSINESS ASSOCIATE AGREEMENT

The Contractor identified in Section 1.3 of the General Provisions of the Agreement agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160 and 164 and those parts of the HITECH Act applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

BUSINESS ASSOCIATE AGREEMENT

(1) **Definitions.**

- a. "Breach" shall have the same meaning as the term "Breach" in Title XXX, Subtitle D. Sec. 13400.
- b. "Business Associate" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- c. "Covered Entity" has the meaning given such term in section 160.103 of Title 45, Code of Federal Regulations.
- d. "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 CFR Section 164.501.
- e. "Data Aggregation" shall have the same meaning as the term "data aggregation" in 45 CFR Section 164.501.
- f. "Health Care Operations" shall have the same meaning as the term "health care operations" in 45 CFR Section 164.501.
- g. "HITECH Act" means the Health Information Technology for Economic and Clinical Health Act, Title XIII, Subtitle D, Part 1 & 2 of the American Recovery and Reinvestment Act of 2009.
- h. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 and the Standards for Privacy and Security of Individually Identifiable Health Information, 45 CFR Parts 160, 162 and 164.
- i. "Individual" shall have the same meaning as the term "individual" in 45 CFR Section 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR Section 164.501(g).
- j. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Parts 160 and 164, promulgated under HIPAA by the United States Department of Health and Human Services.

- k. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR Section 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- l. "Required by Law" shall have the same meaning as the term "required by law" in 45 CFR Section 164.501.
- m. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.
- n. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 164, Subpart C, and amendments thereto.
- o. "Unsecured Protected Health Information" means protected health information that is not secured by a technology standard that renders protected health information unusable, unreasonable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute.
- p. Other Definitions - All terms not otherwise defined herein shall have the meaning established under 45 C.F.R. Parts 160, 162 and 164, as amended from time to time, and the HITECH Act.

(2) Use and Disclosure of Protected Health Information.

- a. Business Associate shall not use, disclose, maintain or transmit Protected Health Information (PHI) except as reasonably necessary to provide the services outlined under Exhibit A of the Agreement. Further, the Business Associate shall not, and shall ensure that its directors, officers, employees and agents, do not use, disclose, maintain or transmit PHI in any manner that would constitute a violation of the Privacy and Security Rule.
- b. Business Associate may use or disclose PHI:
 - I. For the proper management and administration of the Business Associate;
 - II. As required by law, pursuant to the terms set forth in paragraph d. below; or
 - III. For data aggregation purposes for the health care operations of Covered Entity.
- c. To the extent Business Associate is permitted under the Agreement to disclose PHI to a third party, Business Associate must obtain, prior to making any such disclosure, (i) reasonable assurances from the third party that such PHI will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the third party; and (ii) an agreement from such third party to notify Business Associate, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402 of any breaches of the confidentiality of the PHI, to the extent it has obtained knowledge of such breach.
- d. The Business Associate shall not, unless such disclosure is reasonably necessary to provide services under Exhibit A of the Agreement, disclose any PHI in response to a request for disclosure on the basis that it is required by law, without first notifying Covered Entity so that Covered Entity has an opportunity to object to the disclosure and to seek appropriate relief. If Covered Entity objects to such disclosure, the Business Associate shall refrain from disclosing the PHI until Covered Entity has exhausted all remedies.

- e. If the Covered Entity notifies the Business Associate that Covered Entity has agreed to be bound by additional restrictions over and above those uses or disclosures or security safeguards of PHI pursuant to the Privacy and Security Rule, the Business Associate shall be bound by such additional restrictions and shall not disclose PHI in violation of such additional restrictions and shall abide by any additional security safeguards.

(3) **Obligations and Activities of Business Associate.**

- a. Business Associate shall report to the designated Privacy Officer of Covered Entity, in writing, any use or disclosure of PHI in violation of the Agreement, including any security incident involving Covered Entity data, in accordance with the HITECH Act, Subtitle D, Part 1, Sec. 13402.
- b. The Business Associate shall comply with all sections of the Privacy and Security Rule as set forth in, the HITECH Act, Subtitle D, Part 1, Sec. 13401 and Sec. 13404.
- c. Business Associate shall make available all of its internal policies and procedures, books and records relating to the use and disclosure of PHI received from, or created or received by the Business Associate on behalf of Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with HIPAA and the Privacy and Security Rule.
- d. Business Associate shall require all of its business associates that receive, use or have access to PHI under the Agreement, to agree in writing to adhere to the same restrictions and conditions on the use and disclosure of PHI contained herein, including the duty to return or destroy the PHI as provided under Section (3)b and (3)k herein. The Covered Entity shall be considered a direct third party beneficiary of the Contractor's business associate agreements with Contractor's intended business associates, who will be receiving PHI pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard provision #13 of this Agreement for the purpose of use and disclosure of protected health information.
- e. Within five (5) business days of receipt of a written request from Covered Entity, Business Associate shall make available during normal business hours at its offices all records, books, agreements, policies and procedures relating to the use and disclosure of PHI to the Covered Entity, for purposes of enabling Covered Entity to determine Business Associate's compliance with the terms of the Agreement.
- f. Within ten (10) business days of receiving a written request from Covered Entity, Business Associate shall provide access to PHI in a Designated Record Set to the Covered Entity, or as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR Section 164.524.
- g. Within ten (10) business days of receiving a written request from Covered Entity for an amendment of PHI or a record about an individual contained in a Designated Record Set, the Business Associate shall make such PHI available to Covered Entity for amendment and incorporate any such amendment to enable Covered Entity to fulfill its obligations under 45 CFR Section 164.526.

- h. Business Associate shall document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR Section 164.528.
- i. Within ten (10) business days of receiving a written request from Covered Entity for a request for an accounting of disclosures of PHI, Business Associate shall make available to Covered Entity such information as Covered Entity may require to fulfill its obligations to provide an accounting of disclosures with respect to PHI in accordance with 45 CFR Section 164.528.
- j. In the event any individual requests access to, amendment of, or accounting of PHI directly from the Business Associate, the Business Associate shall within two (2) business days forward such request to Covered Entity. Covered Entity shall have the responsibility of responding to forwarded requests. However, if forwarding the individual's request to Covered Entity would cause Covered Entity or the Business Associate to violate HIPAA and the Privacy and Security Rule, the Business Associate shall instead respond to the individual's request as required by such law and notify Covered Entity of such response as soon as practicable.
- k. Within ten (10) business days of termination of the Agreement, for any reason, the Business Associate shall return or destroy, as specified by Covered Entity, all PHI received from, or created or received by the Business Associate in connection with the Agreement, and shall not retain any copies or back-up tapes of such PHI. If return or destruction is not feasible, or the disposition of the PHI has been otherwise agreed to in the Agreement, Business Associate shall continue to extend the protections of the Agreement, to such PHI and limit further uses and disclosures of such PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI. If Covered Entity, in its sole discretion, requires that the Business Associate destroy any or all PHI, the Business Associate shall certify to Covered Entity that the PHI has been destroyed.

(4) Obligations of Covered Entity

- a. Covered Entity shall notify Business Associate of any changes or limitation(s) in its Notice of Privacy Practices provided to individuals in accordance with 45 CFR Section 164.520, to the extent that such change or limitation may affect Business Associate's use or disclosure of PHI.
- b. Covered Entity shall promptly notify Business Associate of any changes in, or revocation of permission provided to Covered Entity by individuals whose PHI may be used or disclosed by Business Associate under this Agreement, pursuant to 45 CFR Section 164.506 or 45 CFR Section 164.508.
- c. Covered entity shall promptly notify Business Associate of any restrictions on the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(5) **Termination for Cause**

In addition to standard provision #10 of this Agreement the Covered Entity may immediately terminate the Agreement upon Covered Entity's knowledge of a breach by Business Associate of the Business Associate Agreement set forth herein as Exhibit I. The Covered Entity may either immediately terminate the Agreement or provide an opportunity for Business Associate to cure the alleged breach within a timeframe specified by Covered Entity. If Covered Entity determines that neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(6) **Miscellaneous**

- a. **Definitions and Regulatory References.** All terms used, but not otherwise defined herein, shall have the same meaning as those terms in the Privacy and Security Rule, and the HITECH Act as amended from time to time. A reference in the Agreement, as amended to include this Exhibit I, to a Section in the Privacy and Security Rule means the Section as in effect or as amended.
- b. **Amendment.** Covered Entity and Business Associate agree to take such action as is necessary to amend the Agreement, from time to time as is necessary for Covered Entity to comply with the changes in the requirements of HIPAA, the Privacy and Security Rule, and applicable federal and state law.
- c. **Data Ownership.** The Business Associate acknowledges that it has no ownership rights with respect to the PHI provided by or created on behalf of Covered Entity.
- d. **Interpretation.** The parties agree that any ambiguity in the Agreement shall be resolved to permit Covered Entity to comply with HIPAA, the Privacy and Security Rule and the HITECH Act.
- e. **Segregation.** If any term or condition of this Exhibit I or the application thereof to any person(s) or circumstance is held invalid, such invalidity shall not affect other terms or conditions which can be given effect without the invalid term or condition; to this end the terms and conditions of this Exhibit I are declared severable.
- f. **Survival.** Provisions in this Exhibit I regarding the use and disclosure of PHI, return or destruction of PHI, extensions of the protections of the Agreement in section 3 k, the defense and indemnification provisions of section 3 d and standard contract provision #13, shall survive the termination of the Agreement.

[Handwritten signature]
6/6/13

IN WITNESS WHEREOF, the parties hereto have duly executed this Exhibit I.

DEPARTMENT OF
HEALTH AND HUMAN SERVICES
The State Agency Name

VNA at HCS

Name of the Contractor

Nancy L. Rollins
Signature of Authorized Representative

Barbara Duckett
Signature of Authorized Representative

NANCY L. ROLLINS
Name of Authorized Representative

Barbara Duckett
Name of Authorized Representative

ASSOCIATE COMMISSIONER
Title of Authorized Representative

President/CEO
Title of Authorized Representative

7 June 2013
Date

June 6, 2013
Date

Contractor Initials: BD

Date: 6/6/13

VNA at HCS, Inc.

ABSTRACT OF CORPORATE MINUTES

The following is a true abstract from meeting of the Board of Directors of VNA at HCS, Inc. on June 6, 2013, at which a quorum was polled:

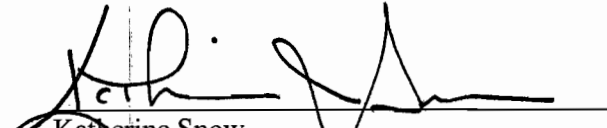
"On motion duly made and seconded, it was voted to authorize the President/CEO to accept grants and awards and enter into contracts, and contract amendments from time to time with the New Hampshire Department of Health and Human Services, Bureau of Elderly and Adult Services, to sign and otherwise fully execute such acceptances and contracts, and contract amendments or modifications thereto, and any related documents requested by the Bureau of Elderly and Adult Services; 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 Barbara Duckett is the duly elected President/CEO of this corporation and is still qualified and serving in such capacity.

June 6, 2013

Date

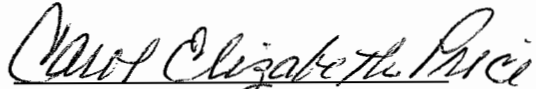

Katherine Snow
VNA at HCS Board Chairperson

STATE OF NEW HAMPSHIRE

COUNTY OF CHESHIRE

On June 6, 2013, before the undersigned officer personally appeared the person identified in the foregoing certificate, known to me (or satisfactorily proven) to be the Chairperson of the corporation identified in the foregoing certificate, and acknowledged that she executed the foregoing certificate.

In witness whereof I hereunto set my hand and official seal.


Carol Elizabeth Price, Notary Public

My commission expires:

CAROL ELIZABETH PRICE, Notary Public
My Commission Expires June 3, 2014

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 formed November 18, 1981. I further certify that it is in good standing as far as this office is concerned, having filed the return(s) and paid the fees required by law.



In TESTIMONY WHEREOF, I hereto set my hand and cause to be affixed the Seal of the State of New Hampshire, this 1st day of April A.D. 2013

A handwritten signature in cursive script, appearing to read "William M. Gardner".

William M. Gardner
Secretary of State



HOMEHEA-03

SWILLEY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER USI Insurance Services LLC PO Box 406 Portland, ME 04112	CONTACT NAME:	
	PHONE (A/C, No, Ext): (800) 723-2877 FAX (A/C, No): (877) 775-0110	
INSURED Home Healthcare Hospice & Community Services, Inc. PO Box 564, 312 Marlboro St. Keene, NH 03431	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Arch Insurance Company	11150
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		NCPKG0206601	1/4/2013	1/4/2014	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000				
	☐ CLAIMS-MADE ☒ OCCUR	MED EXP (Any one person) \$ 20,000				
		PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 3,000,000
	☐ POLICY ☐ PROJECT ☒ LOC					PRODUCTS - COMP/OP AGG \$ 3,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ANY AUTO					BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS	☐ SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS	☐ NON-OWNED AUTOS				PROPERTY DAMAGE (PER ACCIDENT) \$
						\$
A	UMBRELLA LIAB ☒ OCCUR		NCFXS0206600	1/4/2013	1/4/2014	EACH OCCURRENCE \$ 4,000,000
	☒ EXCESS LIAB	CLAIMS-MADE				AGGREGATE \$ 4,000,000
	DED ☒ RETENTION \$ 10,000					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS ☐ OTHER ☐
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ 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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

This Certificate of Insurance is issued as a matter of information only and confers no rights upon the holder and does not amend, extend or alter the coverage afforded by policies designated on the Certificate.

CERTIFICATE HOLDER**CANCELLATION**

State of NH, NH Dept of Hlth & Human Svcs Bureau of Elderly & Adult Svcs
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

USI Insurance
Services LLC

© 1988-2010 ACORD CORPORATION. All rights reserved.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/2/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Kennebunk Savings Insurance 50 Portland Road PO Box 770 Kennebunk ME 04043	CONTACT NAME: Nancy Wallace PHONE (A/C No. Ext.): (207) 985-2941 FAX (A/C No.): (207) 985-3122 E-MAIL ADDRESS: nancy.wallace@kennebunksavings.com PRODUCER CUSTOMER ID #: 00015149														
INSURED Home Healthcare Hospice & Community Svcs PO Box 564 312 Marlboro St Keene NH 03431	<table border="1"><tr><th>INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A: Atlantic Charter Insurance</td><td></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: Atlantic Charter Insurance		INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A: Atlantic Charter Insurance															
INSURER B:															
INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

COVERAGES **CERTIFICATE NUMBER:** CL128101381 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY						
	☐ COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
							GENERAL AGGREGATE \$
							PRODUCTS - COMP/OP AGG \$
							\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	☐ POLICY ☐ PRO-JECT ☐ LOC						\$
	AUTOMOBILE LIABILITY						
	☐ ANY AUTO						COMBINED SINGLE LIMIT (Ea accident) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per person) \$
	☐ SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	☐ HIRED AUTOS						PROPERTY DAMAGE (Per accident) \$
	☐ NON-OWNED AUTOS						\$
							\$
							\$
	☐ UMBRELLA LIAB ☐ EXCESS LIAB	☐ OCCUR ☐ CLAIMS-MADE					EACH OCCURRENCE \$
	☐ DEDUCTIBLE						AGGREGATE \$
	☐ RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	☐ Y ☐ N	N/A	WCA00539800	7/1/2012	7/1/2013	☒ WC STATUTORY LIMITS ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below						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 (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

CANCELLATION

State of NH, Dept. of Health and Human Services, Bureau of Elderly Adult Service
Attn: Cindy Carpenter
129 Pleasant St
Concord, NH 03301-3857

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Danny Edgecomb/NW



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

Nancy L. Rollins
Associate
Commissioner

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

May 6, 2013

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

1. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023694) with VNA At HCS, Inc., Keene, New Hampshire (Vendor #177274) to provide Adult In-home Care and Nutrition services by transferring units of service from home delivered meals to units for home delivered adult protective services meals within the price limitation. This amendment shall be effective retroactive to December 1, 2012, upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #224).
2. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023694) with VNA At HCS, Inc., Keene, New Hampshire (Vendor #177274) to provide Nutrition services by transferring units of service from congregate meals to units for home delivered meals within the price limitation. This amendment shall be effective retroactive to December 1, 2012, upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #224).
3. Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to **retroactively** amend an existing Agreement (Purchase Order #1023694) with VNA At HCS, Inc., Keene, New Hampshire (Vendor #177274) to provide Adult In-home Care services by transferring units of service from Adult In-home Care to units for Adult Protective Services Adult In-home Care within the price limitation. This amendment shall be effective retroactive to December 1, 2012, upon Governor and Executive Council approval. The original Agreement ending June 30, 2013 was approved by Governor and Executive Council on June 22, 2011 (Item #224).

Funding is available in the following accounts for State Fiscal Year 2013.

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS:
ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	512-500352	Transportation	\$ 86,100.00	\$ 0.00	\$ 86,100.00
2012	540-500382	Social Services	\$ 183,394.02	\$ 0.00	\$ 183,394.02
2012	541-500383	Meals-home Delivered/Congregate	\$ 359,436.00	\$ 0.00	\$ 359,436.00

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2013	512-500352	Transportation	\$ 86,100.00	\$ 0.00	\$ 86,100.00
2013	540-500382	Social Services	\$ 183,394.02	\$ 0.00	\$ 183,394.02
2013	541-500383	Meals-home Delivered/Congregate	\$ 359,436.00	\$ 0.00	\$ 359,436.00
Subtotal			\$ 1,257,860.04	\$ 0.00	\$ 1,257,860.04

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

State Fiscal Year	Class/Account	Class Title	Current Modified Budget	Increase (Decrease) Amount	Revised Modified Budget
2012	542-500384	Homemaker	\$ 226,895.90	\$ 0.00	\$ 226,895.90
2012	543-500385	Adult In Home Care	\$ 700,365.65	\$ 0.00	\$ 700,365.65
2012	544-500386	Meals – Home Delivered	\$ 252,511.34	\$ 0.00	\$ 252,511.34
2012	566-500918	Adult Group Day Care	\$ 67,700.00	\$ 0.00	\$ 67,700.00
2013	542-500384	Homemaker	\$ 226,895.90	\$ 0.00	\$ 226,895.90
2013	543-500385	Adult In Home Care	\$ 700,365.65	\$ 0.00	\$ 700,365.65
2013	544-500386	Meals – Home Delivered	\$ 252,511.34	\$ 0.00	\$ 252,511.34
2013	566-500918	Adult Group Day Care	\$ 67,700.00	\$ 0.00	\$ 67,700.00
Sub-Total			\$2,494,945.78	\$ 0.00	\$2,494,945.78
Total			\$3,752,805.82	\$ 0.00	\$3,752,805.82

EXPLANATION

Relative to Requested Actions #1 and #2.

The purpose of Requested Actions #1 and #2 is to transfer units of service from home delivered meals to adult protective services home delivered meals, and units of service from Adult In-home Care to Adult Protective Services Adult In-home Care units of service, within the dollar amount contracted for these services, due to an increase in demand for Adult Protective Service clients. The Bureau of Elderly and Adult Services identifies these clients as needing protective services and makes referrals to the contractors who are expected to make a best effort attempt to ensure provision of services. Because the Contractors do not control the Adult Protective Services referrals received, they are not always able to project the number of units required to serve those persons in need of protective services resulting in the need for retroactive approval. This amendment is identified as retroactive because it transfers units of service effective December 1, 2012, based on the contractor's analysis of utilization for the first six months of SFY 2013. The contractor does not anticipate that overall client usage will be impacted by this redistribution of service units.

Relative to Requested Action #3.

Additionally, Requested Action #3 includes the transfer of nutrition services within the original contract price limitation by increasing the number of home delivered meals and decreasing the number of congregate meals based on a request from the Contractor. Client demand for home delivered meals has been increasing in the catchment area served by the Contractor and the demand for home delivered meals exceeds the need for congregate meals. This transfer allows the Contractor to meet the client needs for home delivered meals without

Her Excellency, Governor Margaret Wood Hassan
and the Honorable Council
May 6, 2013
Page 3

having to reduce delivery of these meals. Since the demand for congregate meals is less than the contract amount for congregate meals, a portion of these meals can be transferred to home delivered meals while still meeting the needs of the clients receiving congregate meals.

Should the Governor and Executive Council determine to not authorize to amend the existing Agreement to transfer Adult In-home Care service units and home delivered meals to Adult Protective Services Adult In-home Care and home delivered meals, respectively, the in home and nutritional support provided to these Adult Protective Service clients will be reduced to a level that could jeopardize their ability to remain in their home. Furthermore, Governor and Executive Council approval to authorize the transfer congregate meals to home delivered meals will allow the Contractor to satisfy the increasing demand for home delivered meals. Adult In Home Care services and home delivered meals allow elderly and disabled adults to secure and maintain maximum independence, health, and quality of life that support a goal of the Division of Community Based Care Services to keep individuals in their homes within the community.

The original contract was awarded based on a competitive bid process. A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on the Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. The bid summary is attached.

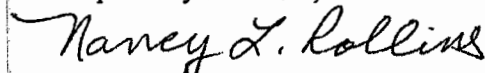
The Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the clients by enabling the clients to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology are utilized to determine if the contractor is meeting the performance measures. The Bureau has determined that this Contractor has performed satisfactorily.

Areas served: See attached list of towns/cities served.

Source of Funds for this amendment: 51.34% Federal and 48.66% General Funds.

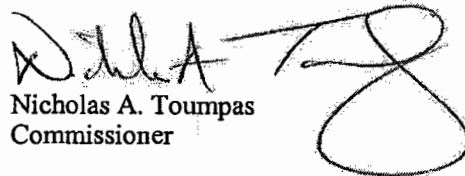
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,



Nancy L. Rollins
Associate Commissioner

Approved by:



Nicholas A. Toumpas
Commissioner



STATE OF NEW HAMPSHIRE
DEPARTMENT OF HEALTH AND HUMAN SERVICES
DIVISION OF COMMUNITY BASED CARE SERVICES

BUREAU OF ELDERLY & ADULT SERVICES

Nicholas A. Toumpas
Commissioner

129 PLEASANT STREET, CONCORD, NH 03301-3857
603-271-4680 1-800-351-1888

Fax: 603-271-4643 TDD Access: 1-800-735-2964

Nancy L. Rollins
Associate Commissioner

May 23, 2011

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
State House
Concord, New Hampshire 03301

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Community Based Care Services, Bureau of Elderly and Adult Services to enter into an agreement with VNA at HCS, Inc., Keene, New Hampshire (Vendor #177274) to provide Adult Medical Day Services, Adult In-Home Care, Community Elder Support Services, Home Health Aide, Homemaker, Nutrition and Transportation services in an amount not to exceed \$3,752,805.82 effective July 1, 2011 or date of Governor and Council approval, whichever is later, through June 30, 2013. Funds are anticipated to be available in the following accounts in State Fiscal Years 2012 and 2013 upon availability and continued appropriation of funds in the future operating budgets:

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, ADM ON AGING GRANTS

Fiscal Year	Class/Object	Class Title	Amounts
2012	512-500352	Transportation	\$86,100.00
2012	540-500382	Social Services	\$183,394.02
2012	541-500383	Meals-Home Delivered/Congregate	\$359,436.00
2013	512-500352	Transportation	\$86,100.00
2013	540-500382	Social Services	\$183,394.02
2013	541-500383	Meals-Home Delivered/Congregate	\$359,436.00
Sub-Total			\$1,257,860.04

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT. OF HEALTH AND HUMAN SERVICES, HHS: ELDERLY AND ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICES BLOCK GRANT

Fiscal Year	Class/Object	Class Title	Amounts
2012	542-500384	Homemaker	\$226,895.90
2012	543-500385	Adult In Home Care	\$700,365.65
2012	544-500386	Meals - Home Delivered	\$252,511.34
2012	566-500918	Adult Group Day Care	\$67,700.00
2013	542-500384	Homemaker	\$226,895.90
2013	543-500385	Adult In Home Care	\$700,365.65
2013	544-500386	Meals - Home Delivered	\$252,511.34
2013	566-500918	Adult Group Day Care	\$67,700.00
Sub-Total			\$2,494,945.78

Contract Total	\$3,752,805.82
-----------------------	-----------------------

EXPLANATION

The purpose of this Requested Action is to purchase direct care social services that allow the elderly and disabled adults to secure and maintain maximum independence and dignity. Participants receiving Adult Medical Day Services, Adult In-Home Care, Home Health Aide, Homemaker and Transportation services will be able to remain in their home and communities and maintain their independence. Participants receiving Home Delivered and Congregate Meals and Community Elder Support Services will be able to maintain their health, independence and quality of life.

A Request for Proposals for social services funded by Bureau of Elderly and Adult Services was posted on Department of Health and Human Services' web site beginning February 25, 2011 in order to procure direct care services from community vendors. In addition, a notice of the release of the Request for Proposals was sent to all existing Bureau of Elderly and Adult Services' contractors, all potential contract providers known by the Bureau, the Home Care Association of New Hampshire, New Hampshire Adult Day Services Association and the liaisons for the Regional Coordination Councils as part of the statewide Community Transportation Regional Coordination System.

Funding for this contract is based on Bureau of Elderly and Adult Services' review of statewide, provider documented client needs as evidenced by State Fiscal Year 2010 and year-to-date State Fiscal Year 2011 contract utilization, quarterly program service reports and information provided in the proposal. This agency submitted a bid to provide Adult Medical Day Services, Adult In-Home Care, Community Elder Support Services, Home Health Aide, Homemaker, Nutrition and Transportation services to eligible individuals in the catchment area identified in this contract and was selected to receive funding for SFY 2012 and 2013 under this contract.

His Excellency, Governor John H. Lynch
and the Honorable Executive Council
May 23, 2011
Page 3

The Bureau of Elderly and Adult Services established a team of reviewers with program and/or financial experience from throughout the Department to review the proposal. See attached Scoring Detail for Criteria, Scores and Reviewers Information.

Should the Governor and Executive Council determine to not authorize this contract, the social services provided to these elderly and/or disabled clients will be reduced, or eliminated, to a level that could jeopardize their ability to remain in their home. Low-income elderly and/or disabled clients are likely to become eligible for more costly long-term care services in traditional nursing homes or community based care programs.

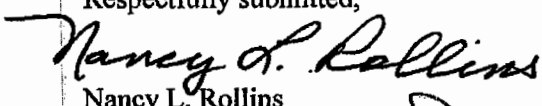
Bureau of Elderly and Adult Services established performance measures to determine that services purchased by the State and delivered by the contractor were beneficial to the State and the client by enabling the client to remain in their home and community and to remain independent based on the federal sourcing requirements. Data from various sources including, but not limited to, contractor reporting, site reviews, and data available through information technology will be utilized to determine if the contractor is meeting the performance measures. Bureau of Elderly and Adult Services expects one hundred percent compliance.

Area served: See attached list of towns/cities served.

Sources of Funds: 51.34% Federal and 48.66% General Funds.

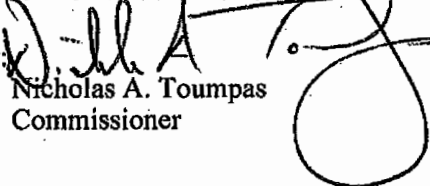
In the event that the Federal Funds become no longer available, General Funds will not be requested to support this program.

Respectfully submitted,


Nancy L. Rollins

Associate Commissioner

Approved by:


Nicholas A. Toumpas
Commissioner