



Lori A. Shibinette
Commissioner

Melissa A. Hardy
Director

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

105 PLEASANT STREET, CONCORD, NH 03301
603-271-5034 1-800-852-3345 Ext. 5034
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September 28, 2022

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

REQUESTED ACTION

Authorize the Department of Health and Human Services, Division of Long Term Supports and Services, to enter into **Retroactive** contracts with the Contractors listed below in an amount not to exceed \$744,552 for the provision of In-Home Care services, In-Home Health Aide services and the provision of supports for necessary supplies (Personal Protective Equipment (PPE), masks, etc.) to mitigate COVID-19 transmission, with the option to renew for up to four (4) additional years, retroactive to October 1, 2022, effective upon Governor and Council approval through June 30, 2024. 52.50% Federal Funds. 47.50% General Funds.

Contractor Name	Vendor Code	Area Served	Contract Amount
Cornerstone VNA (Rochester, NH)	230881	Strafford County	\$276,624
Lake Sunapee Community Health Services (New London, NH)	174248	Sullivan County	\$171,032
North Country Home Health & Hospice Agency, Inc. (Littleton, NH)	154643	Grafton County	\$164,976
The Visiting Nurse Association of Franklin (Franklin, NH)	154177	Belknap and Merrimack Counties	\$131,920
		Total:	\$744,552

Funds are available in the following accounts for State Fiscal Year 2023, and are anticipated to be available in State Fiscal Year 2024, upon the availability and continued appropriation of funds in the future operating budget, with the authority to adjust budget line items within the price limitation and encumbrances between state fiscal years through the Budget Office, if needed and justified.

See attached fiscal details.

EXPLANATION

This request is **Retroactive** because the Department was unable to obtain all vendor documentation prior to the last Governor and Executive Council meeting deadline. In addition, administrative delays further contributed to the Department not meeting the scheduled deadline. As such, retroactive has been requested in order to assure timely delivery of services.

The purpose of this request is to provide statewide In-Home Care Services and Home Health Aide Services to support older, isolated and frail adults age 60 and older and to adults between the ages of 18 and 59 who have a chronic illness or disability, to live as independently as possible, safely, and with dignity.

Approximately 416 individuals will be served during State Fiscal Years 2023 and 2024.

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

In-Home Health Aide Services provide assistance with managing individual personal care needs, including bathing and grooming. Additional COVID-19 funding will be utilized in order to maintain safety of both individuals receiving and providing care, by ensuring the availability of PPE during care.

The Department will monitor services by reviewing the quarterly reports submitted by the Contractors.

The Department selected the Contractors through a competitive bid process using a Request for Applications (RFA) that was posted on the Department's website from June 30, 2022 through August 8, 2022. The Department received five (5) responses that were reviewed and scored by a team of qualified individuals. The Scoring Sheet is attached.

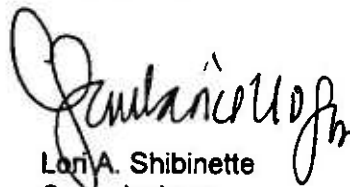
As referenced in Exhibit A, Revisions to Standard Agreement Provisions, Subsection 1.2., of the attached agreements, the parties have the option to extend the agreements for up to four (4) additional years, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and Governor and Council approval.

Should the Governor and Council not authorize this request, older, isolated and frail adults, age sixty (60) and older, and adults between the ages of eighteen (18) and fifty-nine (59) who have a chronic illness or disability will not receive the appropriate level of care according to their needs; leaving them at risk of serious injury, illness or possibly death.

Source of Federal Funds: Assistance Listing Number #93.044, FAIN #2201NHOASS and FAIN #2101NHSSC6, Assistance Listing Number #93.667, FAIN #2101NHSOSR

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

Respectfully submitted,



Lori A. Shibinette
Commissioner

05-95-48-481010-7872 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, ADMIN ON AGING SVCS GRANTS (50% Fed 50% Gen)

Cornerstone						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 6,272.00		\$ 6,272.00
2024	540-500382	SS Contracts	multiple	\$ 6,272.00		\$ 6,272.00
		Subtotal		\$ 12,544.00	\$ -	\$ 12,544.00

Franklin VNA						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 7,200.00	\$ -	\$ 7,200.00
2024	540-500382	SS Contracts	multiple	\$ 7,200.00	\$ -	\$ 7,200.00
				\$ 14,400.00	\$ -	\$ 14,400.00

Lake Sunapee						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 33,384.00		\$ 33,384.00
2024	540-500382	SS Contracts	multiple	\$ 33,384.00		\$ 33,384.00
		Subtotal		\$ 66,768.00	\$ -	\$ 66,768.00

North Country Home Health & Hospice						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 76,532.00		\$ 76,532.00
2024	540-500382	SS Contracts	multiple	\$ 76,532.00		\$ 76,532.00
		Subtotal		\$ 153,064.00	\$ -	\$ 153,064.00
		Total 7872		\$ 246,776.00	\$ -	\$ 246,776.00

05-95-48-481010-9255 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, SOCIAL SERVICE BLOCK GRANT (51% Fed 49% Gen)

Cornerstone						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	543-500385	Adult In Home Care	multiple	\$ 128,040.00		\$ 128,040.00
2024	543-500385	Adult In Home Care	multiple	\$ 128,040.00		\$ 128,040.00
		Subtotal		\$ 256,080.00	\$ -	\$ 256,080.00

Franklin VNA						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	543-500385	Adult In Home Care	multiple	\$ 50,760.00	\$ -	\$ 50,760.00
2024	543-500385	Adult In Home Care	multiple	\$ 50,760.00	\$ -	\$ 50,760.00
				\$ 101,520.00	\$ -	\$ 101,520.00

Lake Sunapee						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	543-500385	Adult In Home Care	multiple	\$ 48,132.00		\$ 48,132.00
2024	543-500385	Adult In Home Care	multiple	\$ 48,132.00		\$ 48,132.00
		Subtotal		\$ 96,264.00	\$ -	\$ 96,264.00

North Country Home Health & Hospice						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	543-500385	Adult In Home Care	multiple	\$ 1,956.00		\$ 1,956.00
2024	543-500385	Adult In Home Care	multiple	\$ 1,956.00		\$ 1,956.00
		Subtotal		\$ 3,912.00	\$ -	\$ 3,912.00
		Total 9255		\$ 457,776.00	\$ -	\$ 457,776.00

05-95-48-481010-2638 HEALTH AND SOCIAL SERVICES, DEPT OF HEALTH AND HUMAN SVCS, HHS: ELDERLY - ADULT SERVICES, GRANTS TO LOCALS, GENERAL FUND MATCH FOR ARPA (85% Fed 15% Gen)

Comerstone						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 8,000.00		\$ 8,000.00
2024	540-500382	SS Contracts	multiple	\$ -		\$ -
		Subtotal		\$ 8,000.00	\$ -	\$ 8,000.00

Franklin VNA						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 16,000.00		\$ 16,000.00
2024	540-500382	SS Contracts	multiple	\$ -		\$ -
				\$ 16,000.00	\$ -	\$ 16,000.00

Lake Sunapee						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 8,000.00		\$ 8,000.00
2024	540-500382	SS Contracts	multiple	\$ -		\$ -
		Subtotal		\$ 8,000.00	\$ -	\$ 8,000.00

North Country Home Health & Hospice						
Fiscal Year	Class/Object	Class Title	Job Number	Current Modified Budget	Increased (Decreased) Amount	Revised Modified Budget
2023	540-500382	SS Contracts	multiple	\$ 8,000.00		\$ 8,000.00
2024	540-500382	SS Contracts	multiple	\$ -		\$ -
		Subtotal		\$ 8,000.00	\$ -	\$ 8,000.00
		Total 2638		\$ 40,000.00	\$ -	\$ 40,000.00
		Total Contract		\$ 744,552.00	\$ -	\$ 744,552.00

Funding by Provider							
Grand Total by Vendor			SFY23	SFY23	SFY24	SFY24	
PO #	Vendors	Vendor #	Budget Amount	Increase/ (Decrease)	Budget Amount	Increase/ (Decrease)	Total Price Limitation
	Comerstone		\$142,312	\$0	\$134,312	\$0	\$276,624
	Franklin VNA		\$73,960	\$0	\$57,960	\$0	\$131,920
	Lake Sunapee		\$89,516	\$0	\$81,516	\$0	\$171,032
	Country Home Health		\$86,488	\$0	\$78,488	\$0	\$164,976
	Total		\$392,276	\$0	\$352,276	\$0	\$744,552

**New Hampshire Department of Health and Human Services
Division of Finance and Procurement
Bureau of Contracts and Procurement
Scoring Sheet**

Project ID # **RFA-2023-BEAS-10-HOMEH**

Project Title **Home Health Services**

	Maximum Points Available	Cornerstone VNA	Franklin VNA & Hospice - Belknap County	Franklin VNA & Hospice - Merrimack County	Lake Sunapee	North Country Home Health & Hospice
Technical						
Experience Q1	30	25	26	26	25	30
Capacity Q2	25	20	24	24	18	23
Ability Q3	35	30	32	32	21	35
Staffing Q4	10	10	10	10	8	9
TOTAL POINTS	100	85	92	92	72	97

TOTAL PROPOSED VENDOR COST *Not Applicable - No Cost Proposal for RFA*

Reviewer Name	Title
1 Jean Crouch	Supervisor VII
2 Laurie Heath	Finance Administrator
3 Maureen Brown	BEAS Nutritionist, Program Spec.III

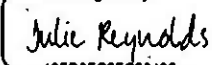
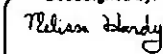
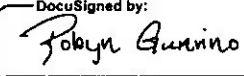
Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-01)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Cornerstone VNA		1.4 Contractor Address 178 Farmington Rd, Rochester, NH, 03867	
1.5 Contractor Phone Number (603) 332-1133	1.6 Account Number 010-048-7872-540: 010-048-9255-543: 010-048-2638-540	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$276,624
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  Date: 9/9/2022		1.12 Name and Title of Contractor Signatory Julie Reynolds President/CEO	
1.13 State Agency Signature DocuSigned by:  Date: 9/12/2022		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  On: 9/14/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

Scope of Services

1. Statement of Work

1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:

1.1.1. New Hampshire's Medicaid State Plan.

1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.

1.1.3. The Medicare Program.

1.1.4. Services provided through the Veterans Administration.

1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:

1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.

1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).

1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).

1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).

1.3. The Contractor shall ensure services are available in Strafford County.

1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.

1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.

1.6. Adult In-Home Care/In-Home Care Services

1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:

1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home Health Care Providers or NH Administrative Rule He-P

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822, Home Care Service Provider Agencies, as applicable.

- 1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services
- 1.6.1.3. Light housekeeping tasks.
- 1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

- 1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.
- 1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:
 - 1.7.2.1. Receiving referrals from an individual's health care provider(s).
 - 1.7.2.2. Performing evaluations of individuals' medical needs.
 - 1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.
- 1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:
 - 1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and
 - 1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

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- 1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Service Administration

1.8.1. Access to Services

- 1.8.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

1.8.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.8.2., below; and

1.8.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.8.2. Client Request and Application for Services

- 1.8.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.8.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.8.2.1.2. Complete Form 3000 Application provided by the Department, or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.8.3. Client Eligibility Requirements for Services

- 1.8.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection

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Program in Section 1.8.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

- 1.8.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.
- 1.8.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8.4. Client Assessments and Service Plans

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

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1.8.5. Person Centered Provision of Services

1.8.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.8.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.8.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.8.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.8.5.1.4. Individuals receive the information they need to make informed decisions.

1.8.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.8.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.8.5.1.7. Individual's rights are affirmed and protected.

1.8.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.8.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.8.6. Client Fees and Donations

1.8.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.8.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.8.7. Adult Protection Services;

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- 1.8.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
- 1.8.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
- 1.8.6.1.4. Shall not bill or invoice clients and/or their families; and
- 1.8.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.8.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
 - 1.8.6.2.1. May charge fees to individuals, (except as stated in Section 1.8.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 1.8.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
 - 1.8.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 1.8.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.8.7. Adult Protection Services
 - 1.8.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.
 - 1.8.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
 - 1.8.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

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- 1.8.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.
- 1.8.8. Referring Clients to Other Services
 - 1.8.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.
- 1.8.9. Client Wait Lists
 - 1.8.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.
 - 1.8.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
 - 1.8.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
 - 1.8.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
 - 1.8.9.4. The Contractor shall include at a minimum the following information on its wait list:
 - 1.8.9.4.1. The individual's full name and date of birth.
 - 1.8.9.4.2. The name of the service being requested.
 - 1.8.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
 - 1.8.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
 - 1.8.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the

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- individual was determined eligible for Title XX services.
- 1.8.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.8.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.8.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 1.8.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 1.8.9.5.2. Declining mental or physical health of the caregiver.
- 1.8.9.5.3. Declining mental or physical health of the individual.
- 1.8.9.5.4. Individual has no respite services while living with a caregiver.
- 1.8.9.5.5. Length of time on the wait list.
- 1.8.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 1.8.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.
- 1.8.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.8.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.8.10. E-Studio Electronic Information System
- 1.8.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the

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Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.8.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

1.8.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.8.11. Grievance and Appeals Process

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

1.8.11.1.1. The client's name.

1.8.11.1.2. The type of service received by the client.

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

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

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

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

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

1.8.12. Client Feedback

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

1.8.13. Support Services During an Emergency, Disaster or Crisis

1.8.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the

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Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.8.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.8.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.

1.8.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.8.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.8.13.2.4. Planning and organizing vaccination activities.

1.8.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.8.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.9. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.10. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.11. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.12. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.13. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

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EXHIBIT B

- 1.13.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 1.13.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
- 1.13.3. A description of time frames necessary for obtaining staff replacements;
- 1.13.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.13.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.14. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.
- 1.15. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.16.1. Desk reviews; or
 - 1.16.2. On-site reviews.
- 1.17. Reporting
 - 1.17.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
 - 1.19.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and
 - 1.19.1.2. The report includes, but is not limited to:
 - 1.19.1.2.1. Expenses by program service provided.
 - 1.19.1.2.2. Revenue, by program service provided, by funding source.

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- 1.19.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.8.6.
- 1.19.1.2.4. Actual Units served, by program service provided, by funding source.
- 1.19.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
- 1.19.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
- 1.19.1.2.7. Unmet need/waiting list.
- 1.19.1.2.8. Lengths of time clients are on a waiting list.
- 1.19.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
- 1.19.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
- 1.19.1.2.11. A plan to address how to resolve the issues in Section 1.19.1.2.10.

- 1.17.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.

1.18. Performance Measure

- 1.18.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in

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accordance with the terms of Exhibit K, DHHS Information Security Requirements.

- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.

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**New Hampshire Department of Health and Human Services
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EXHIBIT B

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

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

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**New Hampshire Department of Health and Human Services
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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 51.94% Federal funds,
 - 1.1.1. 2.27% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 47.21% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.1.3. 2.46% Older Americans Act ARP Title III-B, as awarded on April 1, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6
 - 1.2. 48.06% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Unit-Based Reimbursement**
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Table 1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$134,312 per State Fiscal Years 2023 and 2024.

3.2. Table 1:

7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	10,670	\$12.00	\$128,040.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$0.00
Title IIIB Home Health Aide	1/2 Hour	392	\$16.00	\$6,272.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal:	11,062	\$65.73	\$134,312.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	10,670	\$12.00	\$128,040.00
Title IIIB In Home Services	1/2 Hour	0	\$12.00	\$0.00
Title IIIB Home Health Aide	1/2 Hour	392	\$16.00	\$6,272.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$0.00
	Subtotal:	11,062	\$65.73	\$134,312.00
	Overall Total:	22,124	\$131.46	\$268,624.00

4. **Covid Funding Reimbursement**

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Contractor Initials

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Cornerstone VNA

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9/9/2022
Date

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EXHIBIT C

- 4.1. Payment for COVID-19 discretionary funding shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of Exhibit B, Scope of Services Section 1.8.13.2., and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet.
5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:
- 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
 - 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
 - 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
 - 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
 - 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
 - 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

9. Audits

9.1. The Contractor shall email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

Exhibit C-1 Budget Sheet

RFA-2023-BEAS-10-HOMEH-01

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Cornerstone VNA</u>	
Budget Request for: <u>Home Health Services</u>	
Budget Period <u>SFY 2023</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$6,700
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$500
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$7,200
Total Indirect Costs	\$800
TOTAL	\$8,000

Contractor Initials

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO



**New Hampshire Department of Health and Human Services
Exhibit E**

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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JR

Date 9/9/2022



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

INSTRUCTIONS FOR CERTIFICATION

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

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New Hampshire Department of Health and Human Services
Exhibit F



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

Contractor Initials

DS
JR

Date 9/9/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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JR

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

6/27/14
Rev. 10/21/14

Page 1 of 2

Date 9/9/2022



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO

Exhibit G

Contractor Initials

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JR

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: Julie Reynolds

Title: President/CEO



New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

3/2014

Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

JR

9/9/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date



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

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

Department of Health and Human Services

The State by:

Melissa Hardy

1323A24040DF406

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative

Director, DLTSS

Title of Authorized Representative

9/12/2022

Date

Cornerstone VNA

Name of the Contractor

Julie Reynolds

107D0PC0PC20102

Signature of Authorized Representative

Julie Reynolds

Name of Authorized Representative

President/CEO

Title of Authorized Representative

9/9/2022

Date



**New Hampshire Department of Health and Human Services
Exhibit J**

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

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

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

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

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

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

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

Contractor Name: Cornerstone VNA

9/9/2022

Date

DocuSigned by:

Julie Reynolds

Name: JULIE Reynolds

Title: President/CEO



**New Hampshire Department of Health and Human Services
Exhibit J**

FORM A

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

1. The UEI (SAM.gov) number for your entity is: MG7ZZEFH075
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR.

A. Business Use and Disclosure of Confidential Information.

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

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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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

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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 64220

Certificate Number: 0005786553



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 June A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

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

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 17, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

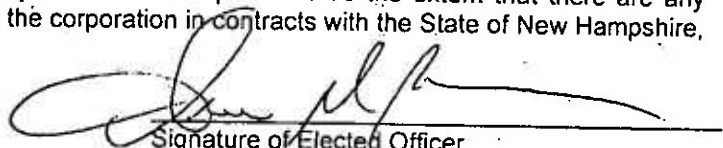
VOTED: That Julie Reynolds, President/CEO (may list more than one person)
(Name and Title of Contract Signatory)

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

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

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

Dated: 8/19/22


Signature of Elected Officer
Name: Anne M. Brown
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

 DATE (MM/DD/YYYY)
 07/08/2022

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

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

PRODUCER Cross Insurance 75 Portsmouth Blvd. Suite 100 Portsmouth, NH 03801	CONTACT NAME: Paula Martineau, AAI, ACSR PHONE (A/C No./Ext.): (803) 812-2800 FAX (A/C No.): (803) 570-1073 E-MAIL: paula.martineau@crossagency.com ADDRESS:
INSURER(S) AFFORDING COVERAGE:	
INSURER A: Philadelphia Indemnity Ins Co	NAIC # 18058
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES: CERTIFICATE NUMBER: 22-23 Master Liab REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR Retroactive Date 12-5-2003 GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:		PHPK2433222	07/01/2022	07/01/2023	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 ☒ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2433222	07/01/2022	07/01/2023	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 RETENTION \$10,000		PHUB821508	07/01/2022	07/01/2023	EACH OCCURRENCE \$3,000,000 AGGREGATE \$3,000,000
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				PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional/Medical Professional Liability, Retroactive Date 12-5-2003		PHPK2433222	07/01/2022	07/01/2023	Per Incident 1,000,000 Aggregate 3,000,000

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

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

CERTIFICATE HOLDER
CANCELLATION

New Hampshire Department
 of Health and Human Services
 129 Pleasant St.
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

Matthew J. Arcey

ACORD**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

9/13/2022

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

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

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

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB ☐ OCCUR ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			WWC3602580	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

This certificate is issued for insured operations usual to home health and hospice care services.

This Evidence 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 Evidence.

CERTIFICATE HOLDER**CANCELLATION**

State of New Hampshire
 Department of Health & Human Services
 129 Pleasant Street;
 Concord, NH 03301

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

AUTHORIZED REPRESENTATIVE

[Signature]



CORNERSTONE VNA
HOME • HEALTH • HOSPICE

MISSION STATEMENT

“ Our mission is to promote the optimum level of well-being, independence and dignity of those living in the community by providing trusted, compassionate and expert health care.”



CORNERSTONE VNA
HOME • HEALTH • HOSPICE

Trusted Care since 1913

FINANCIAL STATEMENTS

December 31, 2021 and 2020

With Independent Auditor's Report



INDEPENDENT AUDITOR'S REPORT

Board of Directors
Cornerstone VNA

Opinion

We have audited the accompanying financial statements of Cornerstone VNA, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations, changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Cornerstone VNA as of December 31, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of Cornerstone VNA and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone VNA's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Board of Directors
Cornerstone VNA
Page 2

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Cornerstone VNA's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Cornerstone VNA's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 17, 2022

CORNERSTONE VNA**Balance Sheets****December 31, 2021 and 2020****ASSETS**

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 506,222	\$ 266,205
Patient accounts receivable, net	1,574,830	1,417,512
Employee retention credit receivable	2,561,897	-
Prepaid expenses and other current assets	<u>180,210</u>	<u>260,192</u>
Total current assets	4,823,159	1,943,909
Investments and assets limited as to use	8,711,531	8,604,652
Beneficial interest in perpetual trust	1,161,392	1,074,851
Property and equipment, net	<u>2,493,685</u>	<u>1,007,558</u>
Total assets	<u>\$ 17,189,767</u>	<u>\$ 12,630,970</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 1,000,919	\$ 680,572
Accrued payroll and related expenses	1,098,150	1,026,022
Deferred revenue	-	2,391,049
Current portion of long-term debt	<u>53,278</u>	<u>-</u>
Total current liabilities and total liabilities	2,152,347	4,097,643
Long-term liabilities		
Long-term debt	<u>934,353</u>	<u>-</u>
Total liabilities	<u>3,086,700</u>	<u>4,097,643</u>
Net assets		
Net assets without donor restrictions	12,931,947	7,415,425
Net assets with donor restrictions	<u>1,171,120</u>	<u>1,117,902</u>
Total net assets	<u>14,103,067</u>	<u>8,533,327</u>
Total liabilities and net assets	<u>\$ 17,189,767</u>	<u>\$ 12,630,970</u>

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

CORNERSTONE VNA**Statements of Operations****Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$ 16,618,757	\$ 15,165,417
Net assets released from restrictions for operations	20,016	-
Grants	106,165	100,850
Municipal appropriations	75,996	93,192
Employee retention credit, net of related expenses	2,177,611	-
CARES Act and other operating revenue	<u>2,446,399</u>	<u>526,631</u>
Total operating revenue	<u>21,444,944</u>	<u>15,886,090</u>
Operating expenses		
Salaries and benefits	13,602,600	12,115,382
Professional fees and contract services	512,581	201,351
Transportation	413,951	384,041
Program supplies and expense	1,036,071	1,144,443
Occupancy	85,033	68,982
Depreciation	224,375	177,864
Other operating expenses	<u>955,750</u>	<u>824,772</u>
Total operating expenses	<u>16,830,361</u>	<u>14,916,835</u>
Operating income	<u>4,614,583</u>	<u>969,255</u>
Other revenue and gains		
Contributions	93,650	57,640
Investment income, net	44,202	101,857
Change in fair value of investments	<u>707,961</u>	<u>429,552</u>
Total other revenue and gains	<u>845,813</u>	<u>589,049</u>
Excess of revenues over expenses	<u>5,460,396</u>	<u>1,558,304</u>
Net assets released from restrictions for capital acquisition	<u>56,126</u>	<u>-</u>
Increase in net assets without donor restriction	<u>\$ 5,516,522</u>	<u>\$ 1,558,304</u>

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

CORNERSTONE VNA**Statements of Changes in Net Assets****Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Change in net assets without donor restrictions	\$ <u>5,516,522</u>	\$ <u>1,558,304</u>
Net assets with donor restrictions		
Contributions	42,819	43,051
Net assets released from restrictions for operations	(20,016)	-
Net assets released from restrictions for capital acquisition	(56,126)	-
Change in fair value of beneficial interest in perpetual trust	<u>86,541</u>	<u>118,122</u>
Change in net assets with donor restrictions	<u>53,218</u>	<u>161,173</u>
Net increase in net assets	5,569,740	1,719,477
Net assets, beginning of year	<u>8,533,327</u>	<u>6,813,850</u>
Net assets, end of year	\$ <u>14,103,067</u>	\$ <u>8,533,327</u>

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

CORNERSTONE VNA**Statements of Cash Flows****Years Ended December 31, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 5,569,740	\$ 1,719,477
Adjustments to reconcile change in net assets to net cash provided by operating activities		
Depreciation	224,375	177,864
Change in fair value of investments	(707,961)	(429,552)
Change in fair value of beneficial interest in perpetual trust	(86,541)	(118,122)
Contribution for long-term purpose	(33,426)	(22,700)
(Increase) decrease in the following assets		
Patient accounts receivable	(157,318)	(478,310)
Employee retention credit receivable	(2,561,897)	-
Prepaid expenses and other current assets	79,982	(164,974)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	320,347	38,618
Accrued payroll and related expenses	72,128	(20,709)
Deferred revenue	(2,391,049)	2,391,049
Net cash provided by operating activities	<u>328,380</u>	<u>3,092,641</u>
Cash flows from investing activities		
Purchases of investments	(1,974,770)	(4,095,403)
Proceeds from sale of investments	2,575,852	480,869
Capital expenditures	(1,710,502)	(437,315)
Net cash used by investing activities	<u>(1,109,420)</u>	<u>(4,051,849)</u>
Cash flows from financing activities		
Proceeds from issuance of long-term debt	991,987	-
Principal payments on long-term debt	(4,356)	-
Principal payments on obligation under capital lease	-	(8,925)
Contribution restricted for long-term purpose	33,426	22,700
Net cash provided by financing activities	<u>1,021,057</u>	<u>13,775</u>
Net increase (decrease) in cash and cash equivalents	240,017	(945,433)
Cash and cash equivalents, beginning of year	<u>266,205</u>	<u>1,211,638</u>
Cash and cash equivalents, end of year	<u>\$ 506,222</u>	<u>\$ 266,205</u>

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

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2021 and 2020

1. Summary of Significant Accounting Policies

Organization

Cornerstone VNA (the Association) is a non-stock, non-profit corporation organized in the State of New Hampshire. The Association's primary purpose is to provide home health, hospice, and community health promotion services in Rochester, New Hampshire and the surrounding communities.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-for-Profit Entities*. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Income Taxes

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

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2021 and 2020

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding assets limited as to use. Short-term highly liquid investments with an original maturity of more than three months are classified as investments.

The Association has cash deposits, including certain investments, in financial institutions, which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments by analyzing past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable, net amounted to \$1,574,830, \$1,417,512, and \$900,792 as of December 31, 2021, 2020, and 2019, respectively.

Investments

The Association reports investments at fair value and has elected to report all gains and losses in the excess of revenue over expenses to simplify the presentation of these amounts in the statements of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

Assets Limited as to Use

Assets limited as to use consist of investments designated by the board or restricted by donors.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****Beneficial Interest in Perpetual Trust**

The Association is an income beneficiary of a perpetual trust administered by others. Although the Association does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Association. There are no restrictions on the use of this income. The Association's share of trust principal is recognized as net assets with donor restrictions at fair value. Changes in fair value are recognized as increases and/or decreases in the net assets with donor restrictions. Annual income distributions are recognized as increases in net assets without donor restrictions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation expense is computed using the straight-line method over the useful lives of the related assets.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2021 and 2020

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Subtopic 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

COVID-19

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services (CMS) implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020**

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest. The Association has received emergency grant funding under the CARES Act through provider relief funds totaling \$649,988 to offset the impact of costs and lost revenue as a result of the pandemic. The Association recognized \$142,331 and \$507,657 of these funds as CARES Act and other operating revenue in the financial statements in 2020 and 2021, respectively, based on management's determination that the Association met the conditions of the grant. The Association also received \$384,300 and \$55,350 of CARES Act money passed through the State of New Hampshire for hazard pay in 2020 and 2021, respectively. These funds were recognized as CARES Act and other operating revenue in the financial statements in the year they were received.

On April 13, 2020, the Association received a loan from the U.S. Small Business Administration (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$1,883,392. The loan proceeds were to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balances was dependent upon compliance with this and other terms and conditions of the CARES Act. The Association received notification of forgiveness from the SBA on April 16, 2021. The Association followed the conditional contribution model to account for the PPP loan and, accordingly, recorded the loan as deferred revenue at December 31, 2020. The forgiveness of the loan was recognized as CARES Act and other operating revenue in the statement of operations for the year ended December 31, 2021. The loan forgiveness has an audit period by the SBA for six years from the date of forgiveness.

The CARES Act provides an employee retention credit (CARES Employee Retention credit), which is a refundable tax credit against certain employment taxes of up to \$10,000 per employee for eligible employers. For 2020, the tax credit is equal to 50% of qualified wages paid to employees during the calendar year, capped at \$10,000 of qualified wages per employee. Additional relief provisions were passed by the U.S. government, which extended and expanded the qualified wage caps on these credits through September 30, 2021. Based on these additional provisions, the tax credit is now equal to 70% of qualified wages paid to employees during a quarter, and the limit on qualified wages per employee has been increased to \$10,000 of qualified wages per calendar quarter.

Management contracted with a third party to determine their eligibility for the credit. The third party determined that the Association qualified for the CARES Act Employee Retention Credit under the government orders test and estimated that they will receive approximately \$2,562,000, which has been recorded as a receivable on the balance sheet and as revenue in 2021. The third party will be paid a contingent fee of approximately \$384,000 which is included in accounts payable and accrued expenses on the balance sheet and netted with the credit revenue in the statement of operations in 2021. The credits received could be subject to audit for up to five years from the date of the credit filing.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****2. Availability and Liquidity of Financial Assets**

As of December 31, 2021, the Association has working capital of \$2,670,812 and average days (based on normal expenditures) cash and liquid investments on hand of 167, which includes cash, cash equivalents and long-term undesignated investments.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds, were as follows as of December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 506,222	\$ 266,205
Patient accounts receivable, net	1,574,830	1,417,512
Employee retention credit receivable, net	2,177,611	-
Investments (undesignated) (Note 3)	<u>7,073,480</u>	<u>7,102,891</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$11,332,143</u>	<u>\$ 8,786,608</u>

The Association manages its cash available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability; and
- Maintaining adequate liquid assets

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****3. Investments and Assets Limited as to Use**

Investments and assets limited as to use, stated at fair value, consisted of the following:

	<u>2021</u>	<u>2020</u>
Cash equivalents	\$ 62,754	\$ 89,150
Money market accounts	1,454,588	3,281,923
Certificates of deposit	581,598	871,300
Marketable equity securities	633,101	580,342
Mutual funds		
Equity funds	3,937,908	2,319,066
Fixed income funds	1,193,276	921,213
International funds	848,306	541,658
Beneficial interest in perpetual trust	<u>1,161,392</u>	<u>1,074,851</u>
Total investments	<u>\$ 9,872,923</u>	<u>\$ 9,679,503</u>
Comprised of:		
Funds without donor restrictions		
Long-term assets (undesignated)	\$ 7,073,480	\$ 7,102,891
Board designated - operating reserve	1,638,051	1,501,761
Funds with donor restrictions of perpetual duration		
Beneficial interest in perpetual trust	<u>1,161,392</u>	<u>1,074,851</u>
Total investments	<u>\$ 9,872,923</u>	<u>\$ 9,679,503</u>

Fair Value of Financial Instruments

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within FASB ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020**

Assets measured at fair value on a recurring basis were as follows:

Fair Value Measurements at December 31, 2021

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 62,754	\$ 62,754	\$ -	\$ -
Money market accounts	1,454,588	1,454,588	-	-
Certificates of deposit	581,598	581,598	-	-
Marketable equity securities	633,101	633,101	-	-
Mutual funds				
Equity funds	3,937,908	3,937,908	-	-
Fixed income funds	1,193,276	1,193,276	-	-
International funds	848,306	848,306	-	-
Beneficial interest in perpetual trust	<u>1,161,392</u>	<u>-</u>	<u>-</u>	<u>1,161,392</u>
Total investments	<u>\$ 9,872,923</u>	<u>\$ 8,711,531</u>	<u>\$ -</u>	<u>\$ 1,161,392</u>

Fair Value Measurements at December 31, 2020

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>
Cash equivalents	\$ 89,150	\$ 89,150	\$ -	\$ -
Money market accounts	3,281,923	3,281,923	-	-
Certificates of deposit	871,300	871,300	-	-
Marketable equity securities	580,342	580,342	-	-
Mutual funds				
Equity funds	2,319,066	2,319,066	-	-
Fixed income funds	921,213	921,213	-	-
International funds	541,658	541,658	-	-
Beneficial interest in perpetual trust	<u>1,074,851</u>	<u>-</u>	<u>-</u>	<u>1,074,851</u>
Total investments	<u>\$ 9,679,503</u>	<u>\$ 8,604,652</u>	<u>\$ -</u>	<u>\$ 1,074,851</u>

The fair value of the Association's beneficial interest in perpetual trust is based on Level 3 inputs. The fair value is determined annually based on the fair value of the assets included in the trust held by a financial institution, and is provided by the custodian.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020**

Investment income and gains for investments and assets limited as to use, cash equivalents, and other investments are included in other revenue and gains and changes in net assets and are comprised of the following:

	<u>2021</u>	<u>2020</u>
Net assets without donor restrictions		
Investment income, net	\$ 44,202	\$ 101,857
Change in fair value of investments	707,961	429,552
Net assets with donor restrictions		
Change in market value in beneficial interest in perpetual trust	<u>86,541</u>	<u>118,122</u>
Total	<u>\$ 838,704</u>	<u>\$ 649,531</u>

The following table sets forth a summary of the changes in the level 3 beneficial interest in perpetual trust:

December 31, 2019	\$ 956,729
Change in fair value	<u>118,122</u>
December 31, 2020	1,074,851
Change in fair value	<u>86,541</u>
December 31, 2021	<u>\$ 1,161,392</u>

4. Property and Equipment

Property and equipment consisted of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 50,485	\$ 50,485
Land improvements	48,532	48,532
Building and improvements	2,939,008	905,174
Computer equipment - homecare homebase	618,097	594,537
Furniture, fixtures, and equipment	521,668	435,995
Construction in progress	<u>-</u>	<u>432,565</u>
Total cost	4,177,790	2,467,288
Less accumulated depreciation	<u>1,684,105</u>	<u>1,459,730</u>
Property and equipment, net	<u>\$ 2,493,685</u>	<u>\$ 1,007,558</u>

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****5. Long-term Debt**

Long-term debt consists of the following:

	<u>2021</u>	<u>2020</u>
Note payable to a local bank due November 17, 2031. Monthly principal and interest payments of \$7,250. Interest is fixed at 3.50% until December 17, 2026 and adjusted annually at a rate equal to the Federal Home Loan Bank of Boston 5 year classic advance rate plus 2.25%. The loan is collateralized by property in Rochester, NH	\$ 987,631	\$ -
Less current maturities	<u>(53,278)</u>	<u>-</u>
Total	<u>\$ 934,353</u>	<u>\$ -</u>

Maturities of long-term debt are as follows:

2022	\$ 53,278
2023	55,173
2024	57,136
2025	59,168
2026	61,272
Thereafter	<u>701,604</u>
Total	<u>\$ 987,631</u>

6. Net Patient Service Revenue

Net patient service revenue was as follows:

	<u>2021</u>	<u>2020</u>
Medicare	\$ 13,984,146	\$ 12,771,914
Medicaid	402,577	419,130
Other third-party payors	2,157,656	1,836,623
Private pay	<u>74,378</u>	<u>137,750</u>
Total	<u>\$ 16,618,757</u>	<u>\$ 15,165,417</u>

CORNERSTONE VNA

Notes to Financial Statements

December 31, 2021 and 2020

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

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association provided services in other health-related activities, primarily to indigent patients, at rates substantially below cost. For certain activities, services were provided without charge. The Association estimates the costs associated with providing the other health-related activities by applying Medicare cost report methodology to determine program costs less any net patient revenue generated by the program. The estimated costs incurred in these activities amounted to \$842,693 and \$776,049 for the years ended December 31, 2021 and 2020, respectively.

The Association is able to provide these services with a component of funds received through local community support and state grants. Local community support consists of contributions, United Way and municipal appropriations.

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****7. Retirement Plan**

The Association has a 403(b) retirement plan. The retirement plan expense was \$160,062 and \$231,396 for the years ended December 31, 2021 and 2020, respectively.

8. Functional Expenses

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

	<u>2021</u>	<u>2020</u>
Program services		
Salaries and benefits	\$12,616,628	\$10,875,431
Professional fees and contract services	10,639	2,405
Transportation	391,501	370,761
Program supplies and expense	1,036,071	1,144,443
Occupancy	77,201	61,566
Depreciation	203,710	158,744
Other operating expenses	<u>930,892</u>	<u>736,109</u>
Total program services	<u>15,266,642</u>	<u>13,349,459</u>
Administrative and general		
Salaries and benefits	916,398	1,239,951
Professional fees and contract services	501,942	198,946
Transportation	22,450	13,280
Occupancy	7,832	7,416
Depreciation	20,665	19,120
Other operating expenses	<u>94,432</u>	<u>88,663</u>
Total administrative and general	<u>1,563,719</u>	<u>1,567,376</u>
Total	<u>\$16,830,361</u>	<u>\$14,916,835</u>

The Association uses Medicare cost reporting methodology for allocation of expenses between program services and administrative and general expenses.

CORNERSTONE VNA**Notes to Financial Statements****December 31, 2021 and 2020****9. Concentration of Risk**

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payer agreements. Following is a summary of patient accounts receivable by funding source:

	<u>2021</u>	<u>2020</u>
Medicare	84 %	82 %
Other	<u>16</u>	<u>18</u>
Total	<u>100 %</u>	<u>100 %</u>

10. Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2021 and 2020, nor are there any unasserted claims or incidents, which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 17, 2022, which is the date the financial statements were available to be issued.



CORNERSTONE VNA
HOME • HEALTH • HOSPICE

Trusted Care since 1913

2021 - 2022 BOARD OF DIRECTORS

Board Member	Position
Susan Gaudiello	President
Dr. Archana Bhargava, MD	Vice President
Anne Brown	Secretary
Melanie Dupuis	Treasurer
Gary Noseworthy	Member at Large
Ruth Henderson	Board Member
Sharla Rollins	Board Member
Jacqueline Fitzpatrick	Board Member
Cathy DiPentima	Board Member
Brian Gasbarro	Board Member
Casey O'Kane	Board Member
Jill Johnstone	Board Member

JULIE REYNOLDS

PROFESSIONAL EXPERIENCE:

- Cornerstone VNA (formerly Rochester District VNA)** 2013 - Present
Chief Executive Officer - Responsible for Board Relations, Program Development, Staffing and Personnel, Fiscal Management, Community Relationships.
Rochester District Visiting Nurse Association dba Your VNA
Formerly Rural District VNA 1997 - 2013
RN, Chief Clinical Officer - Responsible for Clinical Administration and overall agency administrator in the absence of the Chief Executive Officer.
Responsible for the ongoing coordination, supervision of Team Managers, Support Service Manager, Rehab Manager, Social Work Manager and Nursing Specialty staff. Supervised and coordinated the Senior Companion Program/Volunteer Visitor Program through training and interacting with volunteers, companions and administration. Function as Agency liaison with other health care practitioners and represent the agency in community and state activities, especially with the Discharge Coordinators, Social Services at hospitals, physicians and other referral sources.
RN, Nursing Coordinator 1994 - 1997
Supervision and coordination of the Home Care Program. Participated in all activities relevant to the professional services provided.
Home Health VNA 1988 - 1994
Staff Nurse and Team Leader
Hale Hospital 1987
Nurse Manager
Staff RN 1984 - 1987
Staff LPN 1978 - 1984

EDUCATION:

- 2008 Master of Science - Management
New England College
2005 Bachelor Degree - Health Care Administration
Granite State College
Management Seminars
1993 Diabetic Educator Certificate Program
Dartmouth Hitchcock Medical Center
1984 Associate Degree in Science of Nursing
Northern Essex Community College
1978 Licensed Practical Nurse
Whittier Regional Vocational - Technical College

PROFESSIONAL AFFILIATIONS:

- Home Care Association of New Hampshire
Rural Home Care Network

JANICE M. R. HOWARD

OBJECTIVE

- Coordination and oversight of all aspects of care provided by Companions, In Home Care Services Staff/HMK, Licensed Nursing Assistants, Personal Care Service Providers, as well as the Life Care Administrative Assistant. Attends meetings and other events as appropriate, functioning as an agency liaison to community/state activities. Maintain compliance with federal, state, and local regulatory agencies.
- Promote a positive work environment for all agency staff.

WORK EXPERIENCE

2013 to Present Cornerstone VNA - Life Care Director (April 2014 title change to Life Care Director March 6, 2013 Cornerstone VNA Rochester NH)

Support Services & Adult Day Care Manager

- Responsible for coordination of services, increasing our visibility in the community.
- Accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Ensure quality and safe operations of the Adult Day Center, in compliance with Agency policy & procedures and state regulations.
- Supervision, coordination, and oversight of all aspects of care provided by Companions, Homemakers, and Personal Care Service Providers.
- Supervision of Support Services employees & Scheduler.
- Promote a positive work environment.

2002-2004 RRDVNS & Hospice Rochester, NH

HMK Coordinator (HCA Coordinator as of 1/1/03)

- Supervise and Coordinate Homemaking staff.
- Responsible for coordination of services, accepting referrals to department and supporting Home Care Aides/Homemakers in their roles.
- Case management for homemaking only clients.
- Complete Homemaker referral process and verify reimbursement documentation.
- Promote a positive work environment.

2000-2002 RRDVNS & Hospice Rochester, NH

Medical Supply Coordinator

- Ordering of supplies.
- Inventory.
- Supervise assistant supply coordinator.
- Complete cost comparison two times per year.

1999-2002

RRDVNS & Hospice Rochester, NH

HCA/HMK Scheduler

- Schedule HMK and HCA's
- Check day sheets for errors
- Entered patient information into database, generate Pt. P.O.C.
- Schedule and coordinate HCA/HMK Introduction to services
- Assisted supervisor with other office tasks as needed.

1988-2000

Rural District VNA Farmington, NH

Certified Nursing Assistant

- Assisted patients with ADL's and other tasks designated by the patient individual plan of care

EDUCATION

1989 Home Health Aide Certification Mark H. Wentworth Home, Portsmouth, NH

1980-1981 Certified Nursing Assistant Program Rochester Manor, Inc.
Rochester, NH

1974-1977 Farmington High School Farmington, NH

College Preparatory Course of study

Media & Communications 1975-1977

SKILLS

Windows 95/98, Office 97

Able to manage Excel spreadsheets

Work and communicate well with others

COMMITTEES

2013-Present Cornerstone VNA Safety Committee

2013-Present Business Development

2013-Present Tracking Team

2013-Present Cornerstone VNA Advancement Committee

2001-2002 Ergonomics Team RRDVNS & Hospice

1994-1997 Professional Advisory Committee Rural District VNA

1995-1996 Safety Committee Rural District VNA

CHERYL BERGMAN



PROFESSIONAL HISTORY

CORNERSTONE VNA, Rochester, NH 2008-present
BILLING/BILLING MANAGER

CIGNA/HEALTHSOURCE NH, Concord, NH 1997-1999
POINT OF SERVICE CLAIMS SUPERVISOR

- Resolved complex claims issues.
- Acted as a resource for staff and other departments.
- Reviewed high dollar claims for accuracy.
- Participated in internal and external audits. Ensured customer services standards were met.
- Summarized, analyzed and provided feedback to individuals and management on the results of claims metrics.
- Ensured that appropriate ethical standards, business and employment practices were communicated, enacted and monitored for full compliance.
- Created a high performance work culture by hiring, developing and retaining the highest quality people.
- Ensured staff had all tools necessary to meet production and quality standards.

HEALTH SOURCE, NH, Concord, NH 1994-1997
CLAIMS ANALYST/SENIOR CLAIMS ANALYST

- Adjudicated Point of Service claims and determined eligibility of charges by following manual guidelines.
- Identified possible Coordination of Benefits, Workers Compensation and Subrogation cases.
- Contacted medical service providers to obtain missing information for claims processing.
- Maintained suspended bills and processed on a timely basis.
- Revised claims processing manuals.
- Assisted other analysts with questions.

WILLIS CORROON OF NEW HAMPSHIRE, Rochester, NH 1990-1994
GROUP CLAIMS SPECIALIST

- Adjudicated self funded claims and conducted investigations.
- Maintained close contact with clients to ensure proper interpretation and servicing of their insurance plans.
- Assisted in resolution of problems and addressed issues for subscribers.
- Administered short term and total disability benefits.

Coordinated company stop-loss reimbursements.
Assisted with new account implementation and renewal processing.
Reviewed plan documents for updating.

PRUDENTIAL INSURANCE COMPANY, Lawrence, MA & Albany, NY 1984-1986; 1988-1989
GROUP CLAIMS EXAMINER

Adjudicated claims and determined eligibility of charges.
Verified coverage and researched information to avoid duplication.
Confirmed coverage and benefits.
Assisted in resolution of problems and addressed issues for subscribers and company contacts.

Cornerstone VNA

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Julie Reynolds	President/CEO	\$230,000.00	< 0.5%	\$500
Janice Howard	Lifecare Director	\$77,438.92	5%	\$3872.
Cheryl Bergman	Billing Manager	\$74,256.00	1%	\$742

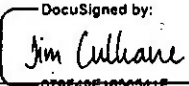
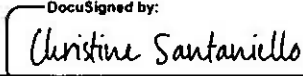
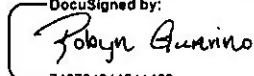
Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-04)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name Lake Sunapee Community Health Services		1.4 Contractor Address 107 NEWPORT ROAD NEW LONDON, NH, 03257	
1.5 Contractor Phone Number (603) 526-4077	1.6 Account Number 010-048-7872-540: 010-048-9255-543: 010-048-2638-540	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$171,032
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  9/21/2022		1.12 Name and Title of Contractor Signatory Jim Culhane President/CEO	
1.13 State Agency Signature DocuSigned by:  9/27/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  748734844941450 On: 10/3/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:
 - 1.1.1. New Hampshire's Medicaid State Plan.
 - 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.1.3. The Medicare Program.
 - 1.1.4. Services provided through the Veterans Administration.
- 1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:
 - 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).
- 1.3. The Contractor shall ensure services are available in Sullivan County.
- 1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.6. **Adult In-Home Care/In-Home Care Services**
 - 1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:
 - 1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home Health Care Providers or NH Administrative Rule He-P

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822, Home Care Service Provider Agencies, as applicable.

1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services

1.6.1.3. Light housekeeping tasks.

1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.

1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:

1.7.2.1. Receiving referrals from an individual's health care provider(s).

1.7.2.2. Performing evaluations of individuals' medical needs.

1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.

1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:

1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and

1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

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- 1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Service Administration

1.8.1. Access to Services

- 1.8.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

1.8.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.8.2., below; and

1.8.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.8.2. Client Request and Application for Services

- 1.8.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.8.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.8.2.1.2. Complete Form 3000 Application provided by the Department, or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.8.3. Client Eligibility Requirements for Services

- 1.8.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection

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Program in Section 1.8.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

- 1.8.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.
- 1.8.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8.4. Client Assessments and Service Plans

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

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1.8.5. Person Centered Provision of Services

1.8.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.8.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.8.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.8.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.8.5.1.4. Individuals receive the information they need to make informed decisions.

1.8.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.8.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.8.5.1.7. Individual's rights are affirmed and protected.

1.8.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.8.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.8.6. Client Fees and Donations

1.8.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.8.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.8.7. Adult Protection Services;

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- 1.8.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
- 1.8.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
- 1.8.6.1.4. Shall not bill or invoice clients and/or their families; and
- 1.8.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.8.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
 - 1.8.6.2.1. May charge fees to individuals, (except as stated in Section 1.8.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 1.8.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
 - 1.8.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 1.8.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.8.7. Adult Protection Services
 - 1.8.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.
 - 1.8.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
 - 1.8.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

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1.8.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.

1.8.8. Referring Clients to Other Services

1.8.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.

1.8.9. Client Wait Lists

1.8.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.

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

1.8.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:

1.8.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.

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

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

1.8.9.4.2. The name of the service being requested.

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

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

1.8.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the

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- individual was determined eligible for Title XX services.
- 1.8.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.8.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.8.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 1.8.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 1.8.9.5.2. Declining mental or physical health of the caregiver.
- 1.8.9.5.3. Declining mental or physical health of the individual.
- 1.8.9.5.4. Individual has no respite services while living with a caregiver.
- 1.8.9.5.5. Length of time on the wait list.
- 1.8.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 1.8.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.
- 1.8.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.8.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.8.10. E-Studio Electronic Information System
- 1.8.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the

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Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.8.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

1.8.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.8.11. Grievance and Appeals Process

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

1.8.11.1.1. The client's name.

1.8.11.1.2. The type of service received by the client.

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

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

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

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

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

1.8.12. Client Feedback

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

1.8.13. Support Services During an Emergency, Disaster or Crisis

1.8.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the

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Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.8.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.8.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.

1.8.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.8.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.8.13.2.4. Planning and organizing vaccination activities.

1.8.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.8.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.9. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.10. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.11. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.12. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.13. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

- 1.13.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 1.13.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
- 1.13.3. A description of time frames necessary for obtaining staff replacements;
- 1.13.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.13.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.14. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.
- 1.15. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.16.1. Desk reviews; or
 - 1.16.2. On-site reviews.
- 1.17. Reporting
 - 1.17.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
 - 1.19.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and
 - 1.19.1.2. The report includes, but is not limited to:
 - 1.19.1.2.1. Expenses by program service provided.
 - 1.19.1.2.2. Revenue, by program service provided, by funding source.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

- 1.19.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.8.6.
 - 1.19.1.2.4. Actual Units served, by program service provided, by funding source.
 - 1.19.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
 - 1.19.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
 - 1.19.1.2.7. Unmet need/waiting list.
 - 1.19.1.2.8. Lengths of time clients are on a waiting list.
 - 1.19.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 1.19.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
 - 1.19.1.2.11. A plan to address how to resolve the issues in Section 1.19.1.2.10.
- 1.17.2.. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.18. Performance Measure
- 1.18.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

accordance with the terms of Exhibit K, DHHS Information Security Requirements.

- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

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

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 52.20% Federal funds,
 - 1.1.1. 19.52% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 28.70% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.1.3. 3.98% Older Americans Act ARP Title III-B, as awarded on April 1, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6
 - 1.2. 47.80% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Unit-Based Reimbursement**
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Table 1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$81,516 in State Fiscal Year 2023 and 2024.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

Table 1:

Home Health Services - Lake Sunapee (Sullivan Cty)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	4,011	\$12.00	\$ 48,132.00
Title IIIB In Home Services	1/2 Hour	2,782	\$12.00	\$ 33,384.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	6,793	\$65.73	\$ 81,516.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	4,011	\$12.00	\$ 48,132.00
Title IIIB In Home Services	1/2 Hour	2,782	\$12.00	\$ 33,384.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	6,793	\$65.73	\$ 81,516.00
	Overall Total:	13,586	\$131.46	\$ 163,032.00

4. Covid Funding Reimbursement

4.1. Payment for COVID-19 discretionary funding shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of Exhibit B, Scope of Services Section 1.8.13.2., and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet.

5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

- 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

- 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:
- Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301
6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without obtaining approval of the Governor and Executive Council, if needed and justified.
9. Audits
- 9.1. The Contractor shall email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:
- 9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.
- 9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.
- 9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.
- 9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.
- 9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall



**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

submit quarterly progress reports on the status of implementation of the corrective action plan.

- 9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.
- 9.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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Exhibit C-1 Budget Sheet

RFA-2023-BEAS-10-HOMEH-04

New Hampshire Department of Health and Human Services	
Contractor Name: <u>Lake Sunapee Community Health Services</u>	
Budget Request for: <u>Home Health Services</u>	
Budget Period: <u>SFY 2023</u>	
Indirect Cost Rate (if applicable) <u>10.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$8,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$8,000
Total Indirect Costs	\$800
TOTAL	\$8,800

Contractor Initials

9/21/2022

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEEES OTHER THAN INDIVIDUALS

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

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

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

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

New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Culhane

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Name: James Culhane

Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit E



CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Culhane

Name: James Culhane

Title:

CEO

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JC

Vendor Initials

Exhibit E - Certification Regarding Lobbying

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal (contract), the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. If necessary, the prospective participant shall submit an explanation of why it cannot provide the certification. The certification or explanation will be considered in connection with the NH Department of Health and Human Services' (DHHS) determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when DHHS determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, DHHS may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the DHHS agency to whom this proposal (contract) is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549: 45 CFR Part 76. See <https://www.govinfo.gov/app/details/CFR-2004-title45-vol1/CFR-2004-title45-vol1-part76/context>.
6. The prospective primary participant agrees by submitting this proposal (contract) that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by DHHS.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," provided by DHHS, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or involuntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (of excluded parties).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and

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**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

11. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
- 11.1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - 11.2. have not within a three-year period preceding this proposal (contract) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or a contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 11.3. are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - 11.4. have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
12. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal (contract).

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Culhane

Name: James Culhane

Title: CEO

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New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Cuthane
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Name: James Cuthane

Title: CEO

Exhibit G

Contractor Initials

DS
JC

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

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Cuthane

Name: James Cuthane

Title:

CEO

OS
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New Hampshire Department of Health and Human Services



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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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

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Exhibit I
Health Insurance Portability Act
Business Associate Agreement
Page 1 of 6

Contractor Initials

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Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials

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Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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Contractor Initials

JC

Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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Contractor Initials

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Date 9/29/2022

New Hampshire Department of Health and Human Services



Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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Date 9/29/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State

DocuSigned by:

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative

Associate Commissioner

Title of Authorized Representative

9/29/2022

Date

Lake Sunapee Community Health Services

Name of the Contractor

DocuSigned by:

James Culhane

Signature of Authorized Representative

James Culhane

Name of Authorized Representative

CEO

Title of Authorized Representative

9/29/2022

Date

3/2014

Contractor Initials

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Date 9/29/2022

**New Hampshire Department of Health and Human Services
Exhibit J**



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

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

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

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

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

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

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

Contractor Name: Lake Sunapee Community Health Services

9/29/2022

Date

DocuSigned by:

James Cuthane

Name: James Cuthane

Title: CEO

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**New Hampshire Department of Health and Human Services
Exhibit J**

FORM A

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

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

X NO YES

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

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

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

NO YES

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

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

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

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

Name: _____ Amount: _____

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Contractor Initials _____
Date 9/29/2022

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

- A. Contractor agrees to safeguard the DHHS Data received under this Contract, and any derivative data or files, as follows:

1. The Contractor will maintain proper security controls to protect Department confidential information collected, processed, managed, and/or stored in the delivery of contracted services.
2. The Contractor will maintain policies and procedures to protect Department confidential information throughout the information lifecycle, where applicable, (from creation, transformation, use, storage and secure destruction) regardless of the media used to store the data (i.e., tape, disk, paper, etc.).

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that LAKE SUNAPEE COMMUNITY HEALTH SERVICES is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on February 01, 1990. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 149122

Certificate Number: 0005834378



IN TESTIMONY WHEREOF,

I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 24th day of July A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Lake Sunapee Community Health Services
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on March 22nd, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

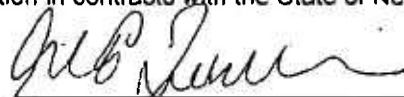
VOTED: That James Culhane, President & CEO (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Lake Sunapee Community Health Services to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/15/22



Signature of Elected Officer
Name: George Quackenbos
Title: Secretary



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/24/2022

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

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

PRODUCER Eaton & Berube Insurance Agency, Inc. 11 Concord Street Nashua NH 03064	CONTACT NAME: Kimberly Gutekunst PHONE (A/C, No, Ext): 603-882-2766 FAX (A/C, No): E-MAIL ADDRESS: kgutekunst@eatonberube.com
INSURER(S) AFFORDING COVERAGE	
INSURER A: National Union Fire Ins Co	
INSURER B: Travelers Insurance	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
 Lake Sunapee Region Visiting Nurse Association
 107 Newport Road
 P.O. Box 2209
 New London NH 03257

LAKSU

19046

COVERAGES**CERTIFICATE NUMBER:** 879180372**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	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:			VHNU-HG-0006886-02	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 50,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMPROP AGG \$ 3,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY			VHNU-HG-0006886-02	3/1/2022	3/1/2023	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 \$			VHNU-HX-0006895-00	3/1/2022	3/1/2023	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER E.I. EACH ACCIDENT \$ E.I. DISEASE - EA EMPLOYEE \$ E.I. DISEASE - POLICY LIMIT \$
A	Professional Liability			VHNU-HG-0006886-02	3/1/2022	3/1/2023	1,000,000 PER CLAIM
B	Crime			106018374	3/1/2021	3/1/2024	Fidelity
A	D&O			VHNU-HM-0006894-02	3/1/2022	3/1/2023	D&O \$2,000,000

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

Visiting Nurse Association and Hospice
 Lake Sunapee Region Visiting Nurse Association and Hospice
 Lake Sunapee Region Visiting Nurse Association and Affiliates: Lake Sunapee Home Care and Hospice d/b/a Lake Sunapee Region VNA & Hospice; Lake Sunapee Community Health Services
 Total Property Limits: \$2,998,203

CERTIFICATE HOLDER**CANCELLATION 30 days/10 days, non-payment**

Department of Health and Human Services
 129 Pleasant Street
 Concord NH 03301

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

AUTHORIZED REPRESENTATIVE

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/29/2022

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	<table border="1"> <tr> <td colspan="2">CONTACT NAME: Nicole Rhuda</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 855 874-0123</td> <td>FAX (A/C, No):</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: nicole.rhuda@usi.com</td> </tr> <tr> <td colspan="2">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Technology Insurance Company, Inc.</td> <td>NAIC # 42376</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>	CONTACT NAME: Nicole Rhuda		PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):	E-MAIL ADDRESS: nicole.rhuda@usi.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Technology Insurance Company, Inc.	NAIC # 42376	INSURER B:		INSURER C:		INSURER D:		INSURER E:		INSURER F:	
CONTACT NAME: Nicole Rhuda																					
PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):																				
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INSURER C:																					
INSURER D:																					
INSURER E:																					
INSURER F:																					
INSURED Lake Sunapee Region VNA & Community Health Services PO Box 2209 New London, NH 03257																					

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

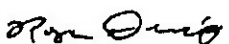
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GENTL AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ 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			TWC4136369	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

CERTIFICATE HOLDER

CANCELLATION

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

Mission Statement:

Lake Sunapee Community Health Services provides health care services for individuals and families in homes and community settings, fostering continuity of care across settings and enabling people to stay in their homes as long as possible.



Lake Sunapee Region VNA & Hospice

CONSOLIDATED FINANCIAL STATEMENTS

September 30, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations

We have audited the accompanying consolidated financial statements of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations, which comprise the consolidated balance sheets as of September 30, 2021 and 2020, and the related consolidated statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the consolidated financial statements.

Management's Responsibility for the Consolidated Financial Statements

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

Auditor's Responsibility

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

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

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

Opinion

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the financial position of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations as of September 30, 2021 and 2020, and the results of their operations, changes in their net assets and their cash flows for the years then ended, in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
December 14, 2021

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Balance Sheets

September 30, 2021 and 2020

ASSETS

	<u>2021</u>	<u>2020</u>
Current assets		
Cash and cash equivalents	\$ 1,918,002	\$ 4,176,667
Cash - fiscal agent	19,763	19,763
Short-term investments	372,062	105,428
Patient accounts receivable, net	1,636,523	1,446,914
Other receivables	7,184	7,184
Prepaid expenses	<u>141,578</u>	<u>108,992</u>
Total current assets	4,095,112	5,864,948
Investments	5,149,350	2,882,890
Property and equipment, net	<u>1,043,394</u>	<u>1,099,901</u>
Total assets	<u>\$10,287,856</u>	<u>\$ 9,847,739</u>

LIABILITIES AND NET ASSETS

Current liabilities		
Accounts payable and accrued expenses	\$ 111,259	\$ 68,342
Accrued payroll and related expenses	453,249	665,757
CARES Act funding	-	2,540,373
Due to principal	<u>19,763</u>	<u>19,763</u>
Total current liabilities and total liabilities	<u>584,271</u>	<u>3,294,235</u>
Net assets		
Without donor restrictions	9,562,276	6,421,339
With donor restrictions	<u>141,309</u>	<u>132,165</u>
Total net assets	<u>9,703,585</u>	<u>6,553,504</u>
Total liabilities and net assets	<u>\$10,287,856</u>	<u>\$ 9,847,739</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Operations

Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$11,747,454	\$ 9,988,605
CARES Act and other operating revenue	2,159,259	299,995
Net assets released from restrictions for operations	<u>12,390</u>	<u>23,038</u>
Total operating revenue	<u>13,919,103</u>	<u>10,311,638</u>
Operating expenses		
Salaries and benefits	9,956,957	9,192,609
Supplies and other operating expenses	1,438,708	1,277,090
Professional fees and contract services	683,723	656,509
Depreciation	<u>86,295</u>	<u>93,084</u>
Total operating expenses	<u>12,165,683</u>	<u>11,219,292</u>
Operating gain (loss)	<u>1,753,420</u>	<u>(907,654)</u>
Other revenue and gains		
Contributions	521,467	467,232
Municipal appropriations and United Way	87,559	107,139
Investment income	57,222	61,198
Change in fair value of investments	<u>711,922</u>	<u>131,881</u>
Total other revenue and gains	<u>1,378,170</u>	<u>767,450</u>
Excess (deficiency) of revenue and gains over expenses and losses	3,131,590	(140,204)
Net assets released from restrictions for capital acquisition	<u>9,347</u>	<u>30,817</u>
Increase (decrease) in net assets without donor restrictions	<u>\$ 3,140,937</u>	<u>\$ (109,387)</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Changes in Net Assets

Years Ended September 30, 2021 and 2020

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balances, September 30, 2019	\$ <u>6,530,726</u>	\$ <u>151,181</u>	\$ <u>6,681,907</u>
Deficiency of revenue and gains over expenses and losses	(140,204)	-	(140,204)
Contributions	-	34,839	34,839
Net assets released from restrictions for operations	-	(23,038)	(23,038)
Net assets released from restrictions for capital acquisition	<u>30,817</u>	<u>(30,817)</u>	<u>-</u>
Net decrease in net assets	<u>(109,387)</u>	<u>(19,016)</u>	<u>(128,403)</u>
Balances, September 30, 2020	<u>6,421,339</u>	<u>132,165</u>	<u>6,553,504</u>
Excess of revenue and gains over expenses and losses	3,131,590	-	3,131,590
Contributions	-	30,881	30,881
Net assets released from restrictions for operations	-	(12,390)	(12,390)
Net assets released from restrictions for capital acquisition	<u>9,347</u>	<u>(9,347)</u>	<u>-</u>
Net increase in net assets	<u>3,140,937</u>	<u>9,144</u>	<u>3,150,081</u>
Balances, September 30, 2021	\$ <u><u>9,562,276</u></u>	\$ <u><u>141,309</u></u>	\$ <u><u>9,703,585</u></u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Consolidated Statements of Cash Flows

Years Ended September 30, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 3,150,081	\$ (128,403)
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	86,295	93,084
Change in fair value of investments	(711,922)	(131,881)
(Increase) decrease in the following assets:		
Patient accounts receivable, net	(189,609)	(252,112)
Other receivables	-	1,773
Prepaid expenses	(32,586)	10,515
Increase (decrease) in the following liabilities:		
Accounts payable and accrued expenses	42,917	(28,875)
Accrued payroll and related expenses	(212,608)	189,554
CARES Act funding	<u>(2,540,373)</u>	<u>2,520,864</u>
Net cash (used) provided by operating activities	<u>(407,705)</u>	<u>2,274,519</u>
Cash flows from investing activities		
Purchase of short-term investments	(372,062)	(105,428)
Proceeds from sale of short-term investments	105,428	106,438
Purchase of investments	(1,767,025)	(243,818)
Proceeds from sale of investments	212,487	200,000
Capital expenditures	<u>(29,788)</u>	<u>(89,753)</u>
Net cash used by investing activities	<u>(1,850,960)</u>	<u>(132,561)</u>
Net (decrease) increase in cash and cash equivalents	<u>(2,258,665)</u>	2,141,958
Cash and cash equivalents, beginning of year	<u>4,196,430</u>	<u>2,054,472</u>
Cash and cash equivalents, end of year	<u>\$ 1,937,765</u>	<u>\$ 4,196,430</u>
Breakdown of cash and cash equivalents, end of year:		
Cash and cash equivalents	\$ 1,918,002	\$ 4,176,667
Restricted cash - fiscal agent	<u>19,763</u>	<u>19,763</u>
	<u>\$ 1,937,765</u>	<u>\$ 4,196,430</u>

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

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

1. Summary of Significant Accounting Policies

Organization

Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations - Lake Sunapee Home Care and Hospice, d/b/a Lake Sunapee Region Visiting Nurse Association, and Lake Sunapee Community Health Services (collectively, the Association) - are non-profit corporations organized in the State of New Hampshire.

Lake Sunapee Region Visiting Nurse Association's primary purpose is to act as a holding company for Lake Sunapee Home Care and Hospice and Lake Sunapee Community Health Services.

Affiliated Organizations

Lake Sunapee Home Care and Hospice's primary purposes are to provide management services to its affiliate and to provide home health and hospice care services to residents in surrounding communities.

Lake Sunapee Community Health Services' primary purpose is to provide personal care, homemaking and community clinic services to residents in surrounding communities.

Principles of Consolidation

The consolidated financial statements include the accounts of Lake Sunapee Region Visiting Nurse Association and Affiliated Organizations. The affiliations are through common board membership. All significant intercompany balances and transactions have been eliminated in consolidation.

The Association prepares its consolidated financial statements in accordance with U.S. generally accepted accounting principles (U.S. GAAP) established by the Financial Accounting Standards Board (FASB). References to U.S. GAAP in these notes are to the FASB Accounting Standards Codification (ASC).

Basis of Statement Presentation

Net assets and revenues, expenses, gains, and losses are classified based on the existence or absence of donor-imposed restrictions as follows in accordance with FASB ASC Topic 958, *Not-For-Profit Entities*. Under FASB ASC 958 and FASB ASC 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Income Taxes

The Association is comprised of public charities under Section 501(c)(3) of the Internal Revenue Code (IRC). As public charities, the Association is exempt from state and federal income taxes on income earned in accordance with its tax-exempt purpose. Unrelated business income is subject to state and federal income tax. Management has evaluated the Association's tax positions and concluded that the Association has no unrelated business income or uncertain tax positions that require adjustment to the consolidated financial statements.

Use of Estimates

The preparation of consolidated financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include certificates of deposit with an original maturity of twelve months or less.

The Association has cash deposits in several major financial institutions which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Investments

Investments are reported at fair value. Investment income and the change in fair value are included in the excess (deficiency) of revenue and gains over expenses and losses to simplify the presentation of these amounts in the consolidated statement of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the consolidated balance sheets.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable payment adjustments by analyzing the Association's past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable amounted to \$1,636,523; \$1,446,914; and \$1,194,802 as of September 30, 2021, 2020, and 2019, respectively.

Property and Equipment

Property and equipment are carried at cost, less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Gifts of long-lived assets, such as land, buildings, or equipment, are reported as net assets without donor restrictions and are excluded from the excess (deficiency) of revenue and gains over expenses and losses, unless explicit donor stipulations specify how the donated assets must be used. Gifts of long-lived assets with explicit restrictions that specify how the assets are to be used and gifts of cash or other assets that must be used to acquire long-lived assets are reported as net assets with donor restrictions. Absent explicit donor stipulations about how long those long-lived assets must be maintained, expirations of donor restrictions are reported when the donated or acquired long-lived assets are placed in service.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Private pay patients pay for services provided at the published charges set by the Association. Patients are billed on a monthly basis after services have been provided. Payments are due from patients within 30 days of the invoice date. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14-(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and are reported in the consolidated statement of operations as net assets released from restrictions.

Excess (Deficiency) of Revenue and Gains Over Expenses and Losses

The consolidated statements of operations reflect the excess (deficiency) of revenue and gains over expenses and losses. Changes in net assets without donor restrictions which are excluded from the excess (deficiency) of revenue and gains over expenses and losses, consistent with industry practice, include contributions of long-lived assets (including assets acquired using contributions which, by donor restriction, were to be used for the purposes of acquiring such assets).

Uncertainty

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation was enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest. The Association received emergency grant funding under the CARES Act during the year ended September 30, 2020 totaling \$484,187 to offset the impact of COVID-19. Management believes the Association met the conditions necessary to recognize these contributions during the year ended September 30, 2021, based on its understanding of the requirements related to lost revenues and COVID-related expenses. The Association also received \$123,450 and \$239,100 of CARES Act money passed through the State of New Hampshire for hazard pay during the years ended September 30, 2021, and September 30, 2020, respectively. These funds are recognized as CARES Act and other operating revenue in the consolidated financial statements. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

On April 15, 2020, the Association received two loans from the U.S. Small Business Administration (SBA) under the CARES Act Paycheck Protection Program (PPP). One loan is in the name of Lake Sunapee Home Care and Hospice in the amount of \$1,345,700, and the other loan is in the name of Lake Sunapee Community Health Services in the amount of \$167,500. The loans are to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balances is dependent upon compliance with this and other terms and conditions of the CARES Act. Funds used for unauthorized purposes are required to be repaid. The Association incurred sufficient qualifying expenditures as of September 30, 2021 to meet the conditions for forgiveness and the loans were forgiven on June 4, 2021 and June 3, 2021, respectively. Therefore, the refundable advances are recognized as CARES Act and other operating revenue in the 2021 consolidated financial statements. Due to the complexity of the reporting requirements, there is a possibility that the SBA may perform further scrutiny over the forgiveness applications in the future. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020.

In August 2020, the Association was awarded a grant in the amount of \$542,986 from the State of New Hampshire's Governor's Office for Emergency Relief and Recovery (GOFERR). The GOFERR grant is a pass-through grant provided to the State of New Hampshire through the CARES Act. The GOFERR grant could be used by the Association to cover eligible costs outlined in the grant agreement that were incurred through December 30, 2020. At September 30, 2020, the Association had received the entire grant amount, but had not expended any of the funding. The balance was reported as deferred revenue under the CARES Act funding as of September 30, 2020. On September 7, 2021, the GOFERR office determined the Association had not met the conditions necessary to expend the grant award, and recouped the total amount of \$542,986. At and for the year ended September 30, 2021, the grant was not recorded in the consolidated balance sheet or consolidated statement of operations.

2. Availability and Liquidity of Financial Assets

As of September 30, 2021, the Association has working capital of \$3,510,841 and average days (based on normal expenditures) cash and liquid investments on hand of 225, which includes cash equivalents and investments without donor restrictions.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds (unfunded capital expenditures), were as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,918,002	\$ 4,176,667
Short-term investments	372,062	105,428
Patient accounts receivable, net	1,636,523	1,446,914
Investments	<u>5,149,350</u>	<u>2,882,890</u>
	9,075,937	8,611,899
Donor restricted investments	<u>(141,309)</u>	<u>(132,165)</u>
Financial assets available to meet cash needs for general expenditures and unfunded capital expenditures within one year	<u>\$ 8,934,628</u>	<u>\$ 8,479,734</u>

The Association also has a line of credit available to meet short-term needs. See Note 5 for information about this arrangement.

The Association manages its cash available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability; and
- Maintaining adequate liquid assets.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

3. Investments

Investments, stated at fair value, are as follows:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,199,972	\$ 498,091
Mutual funds	<u>3,949,378</u>	<u>2,384,799</u>
Total	<u>\$ 5,149,350</u>	<u>\$ 2,882,890</u>

Fair Value

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Association's investments is measured on a recurring basis using Level 1 inputs.

4. Property and Equipment

Property and equipment consists of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 366,393	\$ 366,393
Building and improvements	1,231,884	1,231,884
Furniture and equipment	1,550,205	1,520,417
Leasehold improvements	<u>48,967</u>	<u>48,967</u>
Total cost	3,197,449	3,167,661
Less accumulated depreciation	<u>2,154,055</u>	<u>2,067,760</u>
Property and equipment, net	<u>\$ 1,043,394</u>	<u>\$ 1,099,901</u>

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

5. Line of Credit

The Association has a \$500,000 line of credit with a local bank, payable on demand through January 2022, and collateralized by all business assets with interest at the bank's prime lending rate. The interest rate was 4.75% at September 30, 2021. There was no outstanding balance at September 30, 2021 and 2020.

6. Endowment

The Association has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Association classifies as a donor-restricted endowment (a) the original value of gifts donated to the permanent endowment, (b) the original value of subsequent donor-restricted endowment gifts and (c) accumulations to the donor-restricted endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund. The remaining portion of the donor-restricted endowment fund is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Association in a manner consistent with the standard of prudence prescribed by UPMIFA.

In accordance with UPMIFA, the Association considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Association; and
- (7) The investment policies of the Association.

The Association's donor-restricted endowments are invested in cash and cash equivalents. All income earned is expended in the year earned. There was no change in fair value in 2021 or 2020.

There are no board-designated endowments. As required by U.S. GAAP, net assets associated with endowment funds are classified and reported based on the existence or absence of donor-imposed restrictions.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

7. Net Assets

Net assets without donor restrictions are fully available to support operations of the Association.

Net assets with donor restrictions were as follows:

	<u>2021</u>	<u>2020</u>
Specific purpose		
Charitable giving	\$ 9,094	\$ 4,603
Purchase of equipment	10,000	19,347
Scholarships	28,682	28,682
Staff recruitment	9,000	-
Wound care	5,000	-
Subject to the Association's spending policy and appropriation		
Endowment	<u>79,533</u>	<u>79,533</u>
	<u>\$ 141,309</u>	<u>\$ 132,165</u>

8. Net Patient Service Revenue

Net patient service revenue was as follows:

	<u>2021</u>	<u>2020</u>
Medicare	\$ 8,107,358	\$ 7,042,970
Medicaid	417,867	541,060
Other third-party insurance	1,750,301	1,275,872
Private pay	<u>1,471,928</u>	<u>1,128,703</u>
Total	<u>\$11,747,454</u>	<u>\$ 9,988,605</u>

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

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the consolidated financial statements.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

9. Functional Expenses

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

	<u>2021</u>	<u>2020</u>
Program services		
Salaries and benefits	\$ 7,527,413	\$ 6,876,263
Other operating expenses		
Program supplies	588,367	461,450
Contract services	259,621	303,262
Transportation	258,011	212,278
Other	438,540	441,148
Depreciation	<u>65,601</u>	<u>70,046</u>
Total program services	<u>9,137,553</u>	<u>8,364,447</u>
Administrative and general		
Salaries and benefits	2,429,544	2,316,346
Other operating expenses		
Contract services	424,102	356,667
Transportation	15,455	13,850
Other	138,335	144,944
Depreciation	<u>20,694</u>	<u>23,038</u>
Total administrative and general	<u>3,028,130</u>	<u>2,854,845</u>
Total	<u>\$12,165,683</u>	<u>\$11,219,292</u>

The Association uses Medicare cost reporting methodology for allocation of expenses between program services and administrative and general.

LAKE SUNAPEE REGION VISITING NURSE ASSOCIATION AND AFFILIATED ORGANIZATIONS

Notes to Consolidated Financial Statements

September 30, 2021 and 2020

10. Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at September 30, 2021 and 2020, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

11. Retirement Plan

The Association has a defined contribution plan under IRC Section 403(b), which covers substantially all employees. Contributions amounted to \$186,876 and \$182,451 for the years ended September 30, 2021 and 2020, respectively.

12. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are uninsured under third-party agreements. Following is a summary of accounts receivable by funding source:

	<u>2021</u>	<u>2020</u>
Medicare	58 %	58 %
Medicaid	2	4
Other	<u>40</u>	<u>38</u>
Total	<u>100 %</u>	<u>100 %</u>

13. Fiscal Agent

The Association is the fiscal agent for the Eastman Community Association (Eastman), which is an IRC Section 501(c)(4) organization located in Grantham, New Hampshire. The Association is handling the collection of donations for Eastman's Community Nurse position. Funds held as the fiscal agent are reflected as an asset and liability in the consolidated balance sheets.

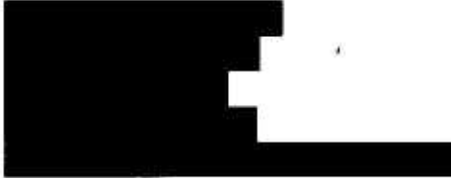
14. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through December 14, 2021, which is the date the consolidated financial statements were available to be issued.

**Lake Sunapee Region VNA & Hospice and Affiliates
Lake Sunapee Community Health Services
Board of Trustees Physical address list
As of February 2022**

Kieran Kays 2/2025

Chair



Shari Goldberg 2/2025



Linda Scofield 2/2024



Daniel Junius 2/2023

Vice Chair



James Culhane
President and CEO



Anne Seger, M.D. 2/2025



Neil Shifrin, PhD 2/2025

Treasurer



Ann Dewey 2/2024



Deanna Wilson 2/2024



George, (Bo) Quackenbos 2/2023

Secretary



Elizabeth Falcon 2/2024 (T1)



Donald A. Eberly, MD 2/23 (T2)



Anthony Marino, M.D. 2/2025



Maynard Goldman 2/23 (T1)
CHS Community Member



Sheldon Boege 2/2024



Christopher Martin 2/2024



Michelle L. Brown

MANAGEMENT PROFESSIONAL

Operations MANAGEMENT/MARKETING MANAGEMENT /Customer Service MANAGEMENT

A high-energy, operations and business/sales professional with a solid track record of performance in business development, operations management on both a local and regional level and customer service relations. Key strengths include the ability to meet and exceed goals/targets, a knack for connecting with decision makers and the ability to transfer the secrets of sales and account management to others. Excellent presentation, negotiation, closing, and follow through skills.

Territory Management & Market Growth
Human Resource Management
Market Research & Trend Analysis

Teambuilding, Coaching, & Leadership
Sales Analysis & Reporting
Staffing leadership/management

SUMMARY OF QUALIFICATIONS

- Expertise and versatility in all facets of the sales cycle including pre-sales planning, marketing, account management, and post-sales support.
 - Exceptional business, sales, and staffing leadership/management competencies.
 - Ability to conceive innovative direct marketing campaigns that increase product awareness, market share and company profitability. Develop strategies and follow through to ensure successful implementation.
 - Outstanding success in building and maintaining relationships with key decision makers, establishing accounts with excellent levels of retention and loyalty.
 - Successful in daily operations analyzing trends in customer needs. Proficient in recognizing and launching steps needed to obtain objectives.
 - Thrive on challenges to overcome obstacles with solutions that are sound and financially feasible.
-

PROFESSIONAL EXPERIENCE

Lake Sunapee VNA & Hospice, New London, NH
Director Community Health Services (Feb 2016 to present)

As a member of the Senior Leadership Team, I assist with the day to day operations of the company as well as direct the Community Health Service Program which includes, private duty, state Medicaid Waiver program, TXX and IIIB state grants, Community clinics, Respite Program and supplemental staffing contracts. Daily decisions making on operations, education, hiring, revising policy and procedures, disciplinary actions, terminations and more. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Manage 325+ patients and 85+ employees. put in place for the company an LNA scholarship program to educate and promote from within, hired a recruiter and implemented new software system for electronic care plans for paraprofessionals to include patient signatures, time and travel and tracking options... Assist with referrals for both Home care and Hospice programs

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Birch Heights Senior Living, Derry, NH

Sales Leader (July 2015-Feb 2016)

Responsible for the sales cycle of all leads including walk-ins, internet leads, referral sources and community outreach. Build relationships with potential resident, family members, and referral sources. Tour the community, show available apartments, prepare leases and obtain signatures. Responsible for data base, booking tours, community events and working the data base daily

Family Private Care, Melbourne, FL

Administrator (Nov 2013-May 2015)

Account Executive (Feb 2013-Nov 2013)

Maintain knowledge of current Federal, State and local legislation that affects health care delivery. Assist in hiring new personal including conducting job fairs, group interviews and orientations. Accountable for new start up preparation for state survey which was deficiency free. Conduct the day to day operations of the branch. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation, rate negotiations and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources

Live Long WellCare, Vero Beach, FL

Administrator (Aug 2011- Feb 2013) Branch Closed

Generated PER report for ACHC Accreditation and Medicare Certification by cross referencing policies and procedures for upcoming survey. Maintain knowledge current Federal, State and local legislation that affected health care delivery. Assist in hiring new personal including conducting job fairs, group interviews and orientations. Conduct the day to day operations of the branch. I am held accountable for P&L statements, budgets, business development and sales growth. Matching clients with caregivers through client interviews and staffing system to ensuring client satisfaction. Conduct client and patient assessments. Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation, rate negotiations and customer service activities.

Visiting Home Care, Melbourne, FL

Community Relations (2010-Aug 2011)

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

Michelle Brown

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GulfCity Home Care, Port Charlotte, FL
Community Liaison (2009 / 2009)-Moved

Generate new accounts by developing relationships with local hospitals, physicians, ALF's, SNF's and networking organizations. Managed order fulfillment, contract preparation and customer service activities.

- Developed and implemented a direct marketing campaign targeted at new physicians and existing referral sources.

NurseCore Management Services, Port Charlotte, FL
Regional Vice President (2005 / 2009)
Branch Director (2003 / 2005)

Directed regional sales initiatives, hired, trained, and developed a staff of 4 branch directors to increase performance results in 4 branch locations, directly held accountable for P&L statements, budgets, business development and sales growth. Directed staff of 700 plus employees which included direct staff and field staff, developed state, local and national contracts, rate negotiation, staffing, maintained knowledge of current Federal, State and local legislation that affected health care delivery. Reported directly to the VP of Operations/CEO.

- Developed Recruitment and Retention Committee and assisted in revision of policy and procedures.
- Profitable region 3 years in a row.
- Promoted from Branch Director to Regional VP in 2005.
- As Branch Director achieved negative profit status to profitable status in less than 2 months.
- Assisted other Regional VP's with sales growth in their regions which included traveling throughout the country.

Medical Staffing Network, Tallahassee, FL
Branch Director (2003 / 2003) Branch Closure

Directed sales initiatives, hired, trained and developed staff of 7 office employees and 100 field employees, held accountable for P&L statements, budgets, business development; staffing and sales growth.

- Achieved negative profit status to profitable status in less than 3 months.
- Directly responsible for changing local negative perception to a positive perception.

Capital Regional Medical Center, Tallahassee, FL
Employment Coordinator/HR Generalist (2000 / 2003)

Human Resources partner supporting HR Department, Managers and Employees regarding recruitment, retention, compensation, benefits, policy interpretation and employee relations Lead and conduct recruitment from entry level to upper management positions, (clinical and non-clinical) placement of advertising and job fairs..

- Provided human resources support to 600 employees including problem identification and resolution.
- Developed and implemented a direct marketing campaign designed to reduce a 22% hospital vacancy rate to 1% in 4 months.

EDUCATION, PROFESSIONAL TRAINING and HONORS

Flint Hills Vocational School, Emporia, KS

- Completed required hours of coursework in CNA and CMA.

Capital Regional Medical Center, Tallahassee, FL

- Completed 80 hours of professional training in DDI Behavioral Interviewing (2002).

National Association of Professional Women

Honored member 2013

Strathmore

- Strathmore's Who's Who 2007

CHERIE LEAVITT



EXPERIENCE

MAY 2016– PRESENT

HOMEMAKER COORDINATOR, LAKE SUNAPEE VNA & HOSPICE

Collaborates with the Community Health Service Director with the organization of the orientation process of new Homemaker staff members. Collaborates with the CHS Director to promote maximum utilization of personnel with scheduling. Communicates concerns and other important information to the CHS Director. Completes Title XX and IIIB Homemaker determinations and redeterminations in conjunction with the CHS Director as required. Works in collaboration with the CHS Director to ensure proper documentation

JUNE 1992 – MAY 2016

LNA/SCHEDULER, CONNECTICUT VALLEY HOME CARE

Works independently and creatively and problem solves to create a comprehensive and workable staff schedule per discipline. Demonstrates critical thinking skills when managing all visit types and discipline specific requirements. Assists in keeping schedule updated in Netsmart. Maintain record of staff availability. Collaborates with field staff for patient scheduling needs. Assigns patients to available staff with regard to continuity of care, clinical competence, and geographic location.

EDUCATION

1992

LNA- RIVER VALLEY COMMUNITY COLLEGE

SCOTT L. ROSS RN

OBJECTIVE

To Secure a Leadership Role in the Homecare and Hospice Community

EXPERIENCE

Sunapee Cove Assisted Living Sunapee NH

Director of Nursing 8/17 through 4/18

- ❖ 42 unit assisted living facility
- ❖ Coordinate all residents care
- ❖ Hire, supervise, develop and retain staff of nurses, LNAs, and resident assistants
- ❖ Ensuring the safety and wellness of all residents and staff

Lake Sunapee Visiting Nurse and Hospice New London NH

Hospice Registered Nurse Case Manager 6/11 to Present

- ❖ Community based Hospice Case Management
- ❖ Interdisciplinary team based care management
- ❖ Symptom Management
- ❖ End of Life care and Education

Woodcrest Village Assisted Living 8/09 -6/11

- ❖ Nurse Supervisor
- ❖ Medication Management
- ❖ Symptom Management
- ❖ Staff Development

Patient Services Maine Medical Marijuana Program 11/14 to present

- ❖ Cannabis Nurse Consulting and Education

New Hampshire Therapeutic Cannabis Program

- ❖ Dedicated Care Giver 2/16 – present
- ❖ Patient Education Consulting from qualification to administration education

AWARDS AND ACKNOWLEDGEMENTS

- Lake Sunapee Visiting Nurse and Hospice Imagine the Possibilities Award 3/16
- Concord Hospital Star Award 1/08
- McDonald's Corporation Advanced Operations Archie Award 5/92

MEMBERSHIPS AND CREDENTIALS

- ❖ Member American Cannabis Nurses Association Since 2014
- ❖ NH Hospice and Palliative Care Association Since 2011
- ❖ National Hospice and Palliative Care Association Since 2011
- ❖ NH Registered Nurse License #061613-12
- ❖ NH Therapeutic Cannabis Program Dedicated Care Giver Registry #2C3N5RBP97 2/16 - Present
- ❖ NH Therapeutic Cannabis Program Registered Patient #J58KT9K59Y 5/16 – Present

EDUCATION

- ❖ **New Hampshire Technical Institute**
Associate of Science in Nursing
- ❖ Boston University Corporate Education Center
Certification PC Service and Support 2002
Certification Network Support 2002
- ❖ Dove Star Institute
Massage Therapy Certification 1996
Reiki Master Teacher Certification 1995
- ❖ McDonald's Corporation Hamburger University 5/1992
Advanced Operations Management

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- Concord Hospital Star Award 1/08
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Certification PC Service and Support 2002
Certification Network Support 2002
- ❖ Dove Star Institute
Massage Therapy Certification 1996
Reiki Master Teacher Certification 1995
- ❖ McDonald's Corporation Hamburger University 5/1992
Advanced Operations Management

CONTRACTOR NAME**Key Personnel**

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
Michelle Brown	Director of CHS	\$90,000	10%	\$9,000
Scott Ross	Paraprofessional staff manger	\$79,000	10%	\$7,900
Cheri Leavitt	Scheduling / Grant Supervisor	\$42,000	50%	\$21,000

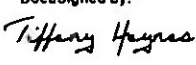
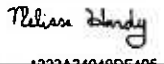
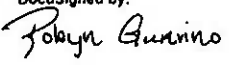
Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-05)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name North Country Home Health & Hospice Agency, Inc.		1.4 Contractor Address 536 Cottage Street Littleton, NH, 03561	
1.5 Contractor Phone Number (603) 444-5317	1.6 Account Number 010-048-7872-540: 010-048-9255-543: 010-048-2638-540	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$164,976
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  8440E100A1110400... Date: 9/15/2022		1.12 Name and Title of Contractor Signatory Tiffany Haynes President and CEO	
1.13 State Agency Signature DocuSigned by:  1023A24040DF495... Date: 9/16/2022		1.14 Name and Title of State Agency Signatory Melissa Hardy Director, DLTSS	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  DocuSigned by: _____ On: 9/16/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

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

3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.

1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:

12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:
 - 1.1.1. New Hampshire's Medicaid State Plan.
 - 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.1.3. The Medicare Program.
 - 1.1.4. Services provided through the Veterans Administration.
- 1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:
 - 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).
- 1.3. The Contractor shall ensure services are available in Grafton County.
- 1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.6. Adult In-Home Care/In-Home Care Services
 - 1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:
 - 1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home Health Care Providers or NH Administrative Rule He-P 809

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822, Home Care Service Provider Agencies, as applicable.

- 1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services
- 1.6.1.3. Light housekeeping tasks.
- 1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

- 1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.
- 1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:
 - 1.7.2.1. Receiving referrals from an individual's health care provider(s).
 - 1.7.2.2. Performing evaluations of individuals' medical needs.
 - 1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.
- 1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:
 - 1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and
 - 1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

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- 1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Service Administration

1.8.1. Access to Services

- 1.8.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

1.8.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.8.2., below; and

1.8.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.8.2. Client Request and Application for Services

- 1.8.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.8.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.8.2.1.2. Complete Form 3000 Application provided by the Department, or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.8.3. Client Eligibility Requirements for Services

- 1.8.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection

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Program in Section 1.8.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

- 1.8.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.
- 1.8.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8.4. Client Assessments and Service Plans

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

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1.8.5. Person Centered Provision of Services

1.8.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.8.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.8.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.8.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.8.5.1.4. Individuals receive the information they need to make informed decisions.

1.8.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.8.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.8.5.1.7. Individual's rights are affirmed and protected.

1.8.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.8.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.8.6. Client Fees and Donations

1.8.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.8.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.8.7. Adult Protection Services;

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- 1.8.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
- 1.8.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
- 1.8.6.1.4. Shall not bill or invoice clients and/or their families; and
- 1.8.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.8.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
 - 1.8.6.2.1. May charge fees to individuals, (except as stated in Section 1.8.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 1.8.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
 - 1.8.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 1.8.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.8.7. Adult Protection Services
 - 1.8.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.
 - 1.8.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
 - 1.8.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

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- 1.8.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.
- 1.8.8. Referring Clients to Other Services
- 1.8.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.
- 1.8.9. Client Wait Lists
- 1.8.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.
- 1.8.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
- 1.8.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
- 1.8.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
- 1.8.9.4. The Contractor shall include at a minimum the following information on its wait list:
- 1.8.9.4.1. The individual's full name and date of birth.
- 1.8.9.4.2. The name of the service being requested.
- 1.8.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
- 1.8.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
- 1.8.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the

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- individual was determined eligible for Title XX services.
- 1.8.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.8.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.8.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 1.8.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 1.8.9.5.2. Declining mental or physical health of the caregiver.
- 1.8.9.5.3. Declining mental or physical health of the individual.
- 1.8.9.5.4. Individual has no respite services while living with a caregiver.
- 1.8.9.5.5. Length of time on the wait list.
- 1.8.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 1.8.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.
- 1.8.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.8.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.8.10. E-Studio Electronic Information System
- 1.8.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the

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Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.8.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

1.8.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.8.11. Grievance and Appeals Process

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

1.8.11.1.1. The client's name.

1.8.11.1.2. The type of service received by the client.

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

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

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

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

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

1.8.12. Client Feedback

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

1.8.13. Support Services During an Emergency, Disaster or Crisis

1.8.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the

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Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.8.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.8.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.

1.8.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.8.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.8.13.2.4. Planning and organizing vaccination activities.

1.8.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.8.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.9. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.10. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.11. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.12. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.13. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

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- 1.13.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 1.13.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
- 1.13.3. A description of time frames necessary for obtaining staff replacements;
- 1.13.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.13.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.14. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.
- 1.15. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.16.1. Desk reviews; or
 - 1.16.2. On-site reviews.
- 1.17. Reporting
 - 1.17.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
 - 1.19.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and
 - 1.19.1.2. The report includes, but is not limited to:
 - 1.19.1.2.1. Expenses by program service provided.
 - 1.19.1.2.2. Revenue, by program service provided, by funding source.

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- 1.19.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.8.6.
 - 1.19.1.2.4. Actual Units served, by program service provided, by funding source.
 - 1.19.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
 - 1.19.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
 - 1.19.1.2.7. Unmet need/waiting list.
 - 1.19.1.2.8. Lengths of time clients are on a waiting list.
 - 1.19.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 1.19.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
 - 1.19.1.2.11. A plan to address how to resolve the issues in Section 1.19.1.2.10.
- 1.17.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.18. Performance Measure
- 1.18.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in

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accordance with the terms of Exhibit K, DHHS Information Security Requirements.

- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.

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3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

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

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EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 58.8% Federal funds,
 - 1.1.1. 5.5% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 53.3% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.2. 41.2% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. Unit-Based Reimbursement
 - 3.1. Reimbursement shall be made at a per unit rate in accordance with Table 1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$78,488 in SFY 2023 and \$78,488 in SFY 2024.

Table 1:

Home Health Services - North Country Home Health & Hospice (Grafton Cty)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	163	\$12.00	\$ 1,956.00
Title IIIB In Home Services	1/2 Hour	5,743	\$12.00	\$ 68,916.00
Title IIIB Home Health Aide	1/2 Hour	476	\$16.00	\$ 7,616.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	6,382	\$65.73	\$ 78,488.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	163	\$12.00	\$ 1,956.00
Title IIIB In Home Services	1/2 Hour	5,743	\$12.00	\$ 68,916.00
Title IIIB Home Health Aide	1/2 Hour	476	\$16.00	\$ 7,616.00
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
	Subtotal:	6,382	\$65.73	\$ 78,488.00
	Total:	12,764	\$131.46	\$ 156,976.00

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4. Covid Funding Reimbursement

4.1. Payment for COVID-19 discretionary funding shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of Exhibit B, Scope of Services Section 1.8.13.2., and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet.

5. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

- 5.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.
- 5.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.
- 5.3. Identifies and requests payment for allowable costs incurred in the previous month.
- 5.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.
- 5.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.
- 5.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

- 6. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.
- 7. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.
- 8. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

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obtaining approval of the Governor and Executive Council, if needed and justified.

9. Audits

9.1. The Contractor shall email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

9.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

9.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

9.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

9.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

9.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

9.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

9.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services	
North Country Home Health & Hospice Agency,	
Contractor Name: <u>Inc.</u>	
Budget Request for: <u>Home Health Services</u>	
Budget Period <u>SFY 2023</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$8,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/ Communications	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$8,000
Total Indirect Costs	\$0
TOTAL	\$8,000

Contractor Initials

**New Hampshire Department of Health and Human Services
Exhibit D**



CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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

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New Hampshire Department of Health and Human Services
Exhibit D



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

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

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

Vendor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Vendor Initials

9/15/2022
Date



New Hampshire Department of Health and Human Services
Exhibit E

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Exhibit E - Certification Regarding Lobbying

Vendor Initials

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9/15/2022
Date

New Hampshire Department of Health and Human Services
Exhibit F



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

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

INSTRUCTIONS FOR CERTIFICATION

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

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Contractor Initials

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Date 9/15/2022

New Hampshire Department of Health and Human Services
Exhibit G



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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Exhibit G

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

Contractor Initials

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TH

Date 9/15/2022

New Hampshire Department of Health and Human Services
Exhibit H



CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

Contractor Initials

DS
TH

Date 9/15/2022

New Hampshire Department of Health and Human Services



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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) **Definitions.**

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

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Date 9/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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Contractor Initials

Date 9/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

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

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

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

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

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

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

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Contractor Initials

Date 9/15/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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Contractor Initials

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Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Melissa Hardy

Signature of Authorized Representative

Melissa Hardy

Name of Authorized Representative
Director, DLTSS

Title of Authorized Representative

9/16/2022

Date

North Country Home Health and Hospice

Name of the Contractor

Tiffany Haynes

Signature of Authorized Representative

Tiffany Haynes

Name of Authorized Representative

President and CEO

Title of Authorized Representative

9/15/2022

Date

3/2014

**New Hampshire Department of Health and Human Services
Exhibit J**



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

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

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

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

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

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

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

Contractor Name: North Country Home Health and Hospice

9/15/2022

Date

DocuSigned by:

Tiffany Haynes

Name: Tiffany Haynes

Title: President and CEO

**New Hampshire Department of Health and Human Services
Exhibit J**



FORM A

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

1. The UEI (SAM.gov) number for your entity is: 170374276
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

☒ NO ☐ YES

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

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

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

☐ NO ☐ YES

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

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DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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DHHS Information Security Requirements



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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

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DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

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

Business ID: 66451

Certificate Number: 0005870412



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 September A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan", is written over a circular stamp that partially overlaps the seal of the State of New Hampshire.

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of North Country Home Health and Hospice Agency Inc.
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called, and held on August 4th, 2021, at which a quorum of the Directors/shareholders were present and voting
(Date)

VOTED: That Tiffany Haynes Hicks President & CEO

is duly authorized on behalf of North Country Home Health & Hospice Agency to enter into contracts or agreements with the State of NH Department of Health and Human Services.

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

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

Dated: 9/15/2022


Signature of Elected Officer
Name: Roxie Severance
Title: Board Chair



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 1

DATE (MM/DD/YYYY)
10/04/2022

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

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

PRODUCER Willis Towers Watson Northeast, Inc. c/o 26 Century Blvd P.O. Box 305191 Nashville, TN 372305191 USA	CONTACT NAME: Willis Towers Watson Certificate Center PHONE (A/C No. Ex): 1-877-945-7378 FAX (A/C No.): 1-888-467-2378 E-MAIL ADDRESS: certificates@willis.com																					
INSURED North Country Healthcare, Inc 8 Clover Lane Whitefield, NH 03598	<table border="1"><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>ProSelect Insurance Company</td><td>10638</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:	ProSelect Insurance Company	10638	INSURER B:			INSURER C:			INSURER D:			INSURER E:			INSURER F:		
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INSURER B:																						
INSURER C:																						
INSURER D:																						
INSURER E:																						
INSURER F:																						

COVERAGES

CERTIFICATE NUMBER: W26247327

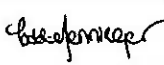
REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR			002NH000032947	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000
			DAMAGE TO RENTED PREMISES (Ea occurrence) \$				
			MED EXP (Any one person) \$ 1,000				
			PERSONAL & ADV INJURY \$ 1,000,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:					GENERAL AGGREGATE \$ 3,000,000	
						PRODUCTS - COMP/OP AGG \$	
							\$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE						EACH OCCURRENCE \$
	DED ☐ RETENTION \$						AGGREGATE \$
							\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	☐ Y ☒ N	N/A				PER STATUTE ☐ OTH-ER ☐
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$
A	Medical Professional Liability Claims-made			002NH000032947	10/01/2022	10/01/2023	Each Medical Incident \$1,000,000 Annual Aggregate \$3,000,000

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

CERTIFICATE HOLDER**CANCELLATION**

State of 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 

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/04/2022

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicole Rhuda	
	PHONE (A/C, No, Ext): 855 874-0123	FAX (A/C, No):
	E-MAIL ADDRESS: Nicole.Rhuda@usi.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Wesco Insurance Company	25011
INSURED North Country Home Health & Hospice Age 536 Cottage Street Littleton, NH 03561	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 WYD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ 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			WWC3602616	07/01/2022	07/01/2023	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

This Certificate is issued for Insured operations usual to home health and hospice care services.

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

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

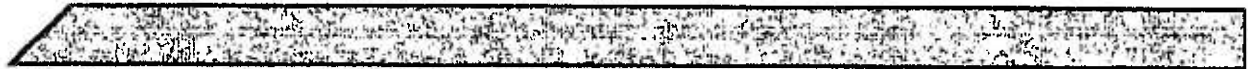
Steph Onig

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MISSION STATEMENT

To provide quality home health and hospice care, utilizing a holistic approach, while working in collaboration with all community resources, to meet the comprehensive needs of the clients and their families, in a cost-effective manner.



FINANCIAL STATEMENTS

September 30, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
North Country Home Health & Hospice Agency, Inc.

We have audited the accompanying financial statements of North Country Home Health & Hospice Agency, Inc., which comprise the balance sheets as of September 30, 2021 and 2020, and the related statements of operations, changes in net assets, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditor's Responsibility

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

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

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

Board of Directors
North Country Home Health & Hospice Agency, Inc.
Page 2

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of North Country Home Health & Hospice Agency, Inc. as of September 30, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S. generally accepted accounting principles.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
March 3, 2022

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Balance Sheets****September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 1,099,208	\$ 1,712,850
Patient accounts receivable, net	2,311,291	1,507,113
Other receivables	-	61,600
Prepaid expenses	<u>28,359</u>	<u>31,763</u>
Total current assets	3,438,858	3,313,326
Long-term investments	319,611	265,950
Beneficial trust held by others	77,812	62,759
Property and equipment, net	<u>1,362,395</u>	<u>1,502,785</u>
Total assets	<u>\$ 5,198,676</u>	<u>\$ 5,144,820</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Current portion of long-term debt	\$ 114,398	\$ 112,099
Accounts payable and accrued expenses	760,347	531,680
Due to related parties	433,466	467,723
Accrued payroll and related expenses	493,757	345,291
Deferred revenue	5,840	5,840
CARES Act provider relief funds	<u>-</u>	<u>480,046</u>
Total current liabilities	1,807,808	1,942,679
Long-term debt, excluding current portion	<u>645,171</u>	<u>761,822</u>
Total liabilities	<u>2,452,979</u>	<u>2,704,501</u>
Net assets		
Without donor restrictions	2,405,810	2,151,360
With donor restrictions	<u>339,887</u>	<u>288,959</u>
Total net assets	<u>2,745,697</u>	<u>2,440,319</u>
Total liabilities and net assets	<u>\$ 5,198,676</u>	<u>\$ 5,144,820</u>

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

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Statements of Operations****Years Ended September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$ 8,071,979	\$ 7,479,756
Net assets released from restrictions for operations	17,758	15,858
Grants	65,010	67,048
Municipal and county appropriations	150,930	192,430
CARES Act and other operating revenue	<u>707,370</u>	<u>1,050,757</u>
Total operating revenue	<u>9,013,047</u>	<u>8,805,849</u>
Operating expenses		
Salaries and benefits	5,700,812	5,165,313
Other operating expenses	2,929,107	2,810,167
Depreciation	199,850	120,323
Interest expense	<u>28,854</u>	<u>31,569</u>
Total operating expenses	<u>8,858,623</u>	<u>8,127,372</u>
Operating income	<u>154,424</u>	<u>678,477</u>
Other revenue and gains		
Contributions	99,174	138,244
Investment income, net	<u>852</u>	<u>2,254</u>
Total other revenue and gains	<u>100,026</u>	<u>140,498</u>
Excess of revenue over expenses and increase in net assets without donor restrictions	<u>\$ 254,450</u>	<u>\$ 818,975</u>

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

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Statements of Changes In Net Assets****Years Ended September 30, 2021 and 2020**

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balance, September 30, 2019	\$ <u>1,332,385</u>	\$ <u>287,558</u>	\$ <u>1,619,943</u>
Excess of revenue over expenses and increase in net assets without donor restrictions	818,975	-	818,975
Investment income, net	-	3,219	3,219
Change in fair value of investments	-	12,639	12,639
Change in fair value of beneficial trust held by others	-	1,401	1,401
Net assets released from restrictions for operations	-	(15,858)	(15,858)
Change in net assets	<u>818,975</u>	<u>1,401</u>	<u>820,376</u>
Balance, September 30, 2020	<u>2,151,360</u>	<u>288,959</u>	<u>2,440,319</u>
Excess of revenue over expenses and increase in net assets without donor restrictions	254,450	-	254,450
Investment income, net	-	4,508	4,508
Change in fair value of investments	-	49,125	49,125
Change in fair value of beneficial trust held by others	-	15,053	15,053
Net assets released from restrictions for operations	-	(17,758)	(17,758)
Change in net assets	<u>254,450</u>	<u>50,928</u>	<u>305,378</u>
Balance, September 30, 2021	\$ <u>2,405,810</u>	\$ <u>339,887</u>	\$ <u>2,745,697</u>

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

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Statements of Cash Flows****Years Ended September 30, 2021 and 2020**

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 305,378	\$ 820,376
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	199,850	120,323
Change in fair value of investments	(49,125)	(12,639)
Change in fair value of beneficial trust held by others	(15,053)	(1,401)
(Increase) decrease in the following assets		
Patient accounts receivable	(804,178)	(308,458)
Other receivables	61,600	(52,450)
Prepaid expenses	3,404	(2,694)
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	228,667	(31,111)
Due to related parties	(34,257)	(86,039)
Accrued payroll and related expenses	148,466	(104,765)
CARES Act provider relief funds	(480,046)	480,046
Net cash (used) provided by operating activities	<u>(435,294)</u>	<u>821,188</u>
Cash flows from investing activities		
Purchases of long-term investments	(4,536)	(52,854)
Proceeds from sale of long-term investments	-	49,635
Capital expenditures	<u>(59,460)</u>	<u>(175,033)</u>
Net cash used by investing activities	<u>(63,996)</u>	<u>(178,252)</u>
Cash flows from financing activities		
Principal payments on long-term debt	<u>(114,352)</u>	<u>(105,817)</u>
Net (decrease) increase in cash and cash equivalents	(613,642)	537,119
Cash and cash equivalents, beginning of year	<u>1,712,850</u>	<u>1,175,731</u>
Cash and cash equivalents, end of year	<u>\$ 1,099,208</u>	<u>\$ 1,712,850</u>
Supplemental disclosure of cash flow information:		
Cash paid for interest	<u>\$ 28,854</u>	<u>\$ 31,569</u>
Capital expenditures owed to related party	<u>\$ -</u>	<u>\$ 386,176</u>

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

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2021 and 2020

1. Summary of Significant Accounting Policies

Organization

North Country Home Health & Hospice Agency, Inc. (the Agency) is a non-profit corporation organized in New Hampshire. The Agency's primary purposes are to provide home health care, hospice and health promotion services.

On September 23, 2015, the Agency entered into an affiliation agreement with North Country Healthcare, Inc., effective January 2017. Upon affiliation, North Country Healthcare, Inc. became the sole member of the Agency.

Basis of Statement Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, *Not-For-Profit Entities*. Under FASB ASC Topic 958 and FASB ASC Topic 954, *Health Care Entities*, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC 958 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Agency. These net assets may be used at the discretion of the Agency's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions are to be met by actions of the Agency or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity.

Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statements of operations and changes in net assets.

Income Taxes

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

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2021 and 2020

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents represents cash deposits with banks and money market funds or short-term investments with original maturities of three months or less from the date of purchase, except for those amounts that are held in the investment portfolio which are invested for long-term purposes.

The Agency has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Agency has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides a reserve for payment adjustments by analyzing past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable, net amounted to \$2,311,291; \$1,507,113; and \$1,198,655 as of September 30, 2021, 2020, and 2019, respectively.

Long-Term Investments

The Agency reports investments at fair value, and has elected to report all gains and losses in the excess of revenue over expenses, to simplify the presentation of these accounts in the statements of operations, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2021 and 2020

Beneficial Trust Held by Others

The Agency is the beneficiary of a perpetual trust administered by the New Hampshire Charitable Foundation (the Foundation). Although the Agency does not have access to the underlying principal, a portion of income earned from the trust is available and distributed annually to the Agency. The Agency's share of trust principal is recognized as net assets with donor restrictions at fair value. Annual income distributions are recognized as increases in net assets without donor restrictions. Changes in market value of beneficial trust assets are reported as increases or decreases in net assets with donor restrictions.

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Depreciation expense is computed using the straight-line method, with a half-year convention, over the useful lives of the related assets.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Agency's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Agency. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Agency measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per diem basis, with no retrospective settlement, provided the Agency's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020**

Because all of the Agency's performance obligations relate to short-term periods of care, the Agency has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14-(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as net assets with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires, that is, when a stipulated time restriction ends or purpose restriction is accomplished, net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

Net Assets with Donor Restrictions

Net assets with donor restrictions are those whose use by the Agency has been limited by donors to a specific purpose. There were no purpose restricted net assets for the year ended September 30, 2021 and 2020.

Net assets with donor restrictions in perpetuity are those that have been restricted by donors to be maintained by the Agency in perpetuity. Generally, the donors of these assets permit the Agency to use all or part of the income earned on related investments for general or specific purposes.

Net assets with donor restrictions consisted of the following:

	<u>2021</u>	<u>2020</u>
Beneficial interest in perpetual trust	\$ 77,812	\$ 62,759
Endowment - unappropriated spending	35,875	-
Endowment - in perpetuity	<u>226,200</u>	<u>226,200</u>
Total	<u>\$ 339,887</u>	<u>\$ 288,959</u>

COVID-19

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19) a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services (CMS) implemented certain relief measures and also issued guidance for limiting the spread of COVID-19.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2021 and 2020

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19, by mandating the temporary shut-down of business in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans, 2) provides additional funding for grants and technical assistance, 3) delays due dates for employer payroll taxes and estimated tax payments for corporations, and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest. During the year ended September 30, 2020, the Agency received emergency grant funding under the CARES Act from CMS totaling \$430,046 and State pass through funds from the Department of Treasury totaling \$50,000 to offset the cost impact of COVID-19. Management believes the Agency met the conditions necessary to recognize these contributions as CARES Act and other operating revenue during the year ended September 30, 2021 based on its understanding of the requirements related to lost revenues and COVID-related expenses. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

The Agency also received \$167,850 of CARES Act money passed through the State of New Hampshire during the year ended September 30, 2020 for hazard pay. These funds were recognized as CARES Act and other operating revenue in the financial statements for the year ended September 30, 2020.

On April 13, 2020, the Agency received a loan from the U.S. Small Business Administration within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$879,362. The loan is to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balance is dependent upon compliance with this and other terms and conditions of the CARES Act. Funds used for unauthorized purposes are required to be repaid. The Agency incurred sufficient qualifying expenses as of September 30, 2020 to meet the conditions for forgiveness and the loan was forgiven on November 10, 2020. Therefore the refundable advance is recognized as revenue for the year ended September 30, 2020. Due to complexity of the reporting requirements, there is a possibility that the Small Business Administration may perform further scrutiny over the forgiveness application in the future. Management believes the position taken is a reasonable interpretation of the rules, subject to any further clarification.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020****2. Availability and Liquidity of Financial Assets**

As of September 30, 2021, the Agency has working capital of \$1,631,050 and average days (based on normal expenditures) cash on hand of 44.

Financial assets and liquidity resources available within one year for general expenditure, such as operating expenses and capital acquisitions not financed with debt or restricted funds, were as follows as of September 30:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 1,099,208	\$ 1,712,850
Patient accounts receivable, net	2,311,291	1,507,113
Investments without donor restrictions (Note 1)	35,875	-
Other receivables	<u>-</u>	<u>61,600</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 3,446,374</u>	<u>\$ 3,281,563</u>

The Agency has a line of credit available to meet short-term needs. See Note 7 for information about this arrangement.

The Agency manages its cash available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability; and
- Maintaining adequate liquid assets.

3. Long-Term Investments

Investments, stated at fair value, consisted of the following:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 27,696	\$ 28,696
Equities	123,748	94,066
Mutual funds		
Equity securities	111,047	89,040
Fixed Income	57,120	54,148
Beneficial trust held by others	<u>77,812</u>	<u>62,759</u>
Total	<u>\$ 397,423</u>	<u>\$ 328,709</u>

The amounts are reported in the balance sheets as follows:

Long-term investments	\$ 319,611	\$ 265,950
Beneficial trust held by others	<u>77,812</u>	<u>62,759</u>
Total	<u>\$ 397,423</u>	<u>\$ 328,709</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020****Fair Value Measurement**

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

- Level 1:** Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.
- Level 2:** Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.
- Level 3:** Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability.

The fair value of all of the Agency's investments is measured on a recurring basis using level 1 inputs, with the exception of the beneficial trust held by others, which is measured on a recurring basis using level 3 inputs. The fair value of the beneficial trust held by others is determined annually based on the fair value of the assets in the trust as represented by the Foundation's management. The Agency's management determines the reasonableness of the methodology by evaluating market developments.

The following table sets forth by level, within the fair value hierarchy, the Agency's assets at fair value as of September 30, 2021 and 2020.

	<u>Assets at Fair Value as of</u> <u>September 30, 2021</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 27,696	\$ -	\$ -	\$ 27,696
Equities	123,748	-	-	123,748
Mutual funds				
Equity securities	111,047	-	-	111,047
Fixed income	57,120	-	-	57,120
Beneficial trust held by others	-	-	77,812	77,812
Total investments	<u>\$ 319,611</u>	<u>\$ -</u>	<u>\$ 77,812</u>	<u>\$ 397,423</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020**

	<u>Assets at Fair Value as of</u> <u>September 30, 2020</u>			
	<u>Level 1</u>	<u>Level 2</u>	<u>Level 3</u>	<u>Total</u>
Cash and cash equivalents	\$ 28,696	\$ -	\$ -	\$ 28,696
Equities	94,066	-	-	94,066
Mutual funds				
Equity securities	89,040	-	-	89,040
Fixed income	54,148	-	-	54,148
Beneficial trust held by others	-	-	62,759	62,759
Total investments	<u>\$ 265,950</u>	<u>\$ -</u>	<u>\$ 62,759</u>	<u>\$ 328,709</u>

The following presents the change in the assets measured at fair value based on Level 3 inputs:

	<u>2021</u>	<u>2020</u>
Balance, beginning of year	\$ 62,759	\$ 61,358
Change in fair value	18,356	4,230
Distributions	(2,875)	(2,409)
Fees	<u>(428)</u>	<u>(420)</u>
Balance, end of year	<u>\$ 77,812</u>	<u>\$ 62,759</u>

4. Property and Equipment

Property and equipment consists of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 168,203	\$ 168,203
Building and improvements	1,136,921	1,062,157
Furniture, fixtures, and equipment	<u>1,245,666</u>	<u>700,794</u>
Total cost	2,550,790	1,931,154
Less accumulated depreciation	<u>1,188,395</u>	<u>988,545</u>
Total cost, less accumulated depreciation	1,362,395	942,609
Construction-in-progress	<u>-</u>	<u>560,176</u>
Property and equipment, net	<u>\$ 1,362,395</u>	<u>\$ 1,502,785</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.

Notes to Financial Statements

September 30, 2021 and 2020

5. Endowment

The Agency has interpreted the Uniform Prudent Management of Institutional Funds Act (UPMIFA) as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds, absent explicit donor stipulations to the contrary. As a result of this interpretation, the Agency classifies as net assets with donor restrictions (1) the original value of gifts donated to the permanent endowment, (2) the original value of subsequent gifts to the permanent endowment, and (3) accumulations to the permanent endowment made in accordance with the direction of the applicable donor gift instrument at the time the accumulation is added to the fund (also known as historical cost). Net appreciation in excess of the historical cost is classified as net assets with donor restrictions until those amounts are appropriated for expenditure by the Agency in a manner consistent with the standard of procedure prescribed by UPMIFA.

In accordance with UPMIFA, the Agency considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund;
- (2) The purposes of the organization and the donor-restricted endowment fund;
- (3) General economic conditions;
- (4) The possible effect of inflation and deflation;
- (5) The expected total return from income and the appreciation of investments;
- (6) Other resources of the Agency; and
- (7) The investment policies of the Agency.

Spending Policy

Investment income earned on endowments is expended when earned unless otherwise stipulated by the donor. Donors have allowed the income earned to be used for general purposes.

Funds with Deficiencies

From time to time, the fair value of assets associated with donor-restricted endowment funds may fall below the level that the donor or the Act requires the Agency to retain as a fund of perpetual duration. The Board's policy does not permit spending from an underwater endowment. There were no such deficiencies as of September 30, 2021 and 2020.

Return Objectives and Risk Parameters

The Agency has adopted an investment policy for endowment assets that attempts to provide a predictable stream of funding to programs supported by its endowment, while seeking to maintain the purchasing power of the endowment assets. Endowment assets include those assets of donor-restricted funds that the Agency must hold in perpetuity or for a donor-specified period and whose income is available for operations. Under this policy, as approved by the Board of Directors, the endowment assets are invested in a manner that is intended to produce results that meet or exceed designated benchmarks while incurring a reasonable and prudent level of investment risk. The endowment assets consist of a balanced portfolio of cash, debt and equity securities.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020**

The following summarizes changes in endowment assets:

	Without Donor Restrictions	With Donor Restrictions	Total
Balance September 30, 2019	\$ <u>23,892</u>	\$ <u>226,200</u>	\$ <u>250,092</u>
Interest income	-	5,696	5,696
Investment fees	-	(2,477)	(2,477)
Change in fair value	-	12,639	12,639
Appropriations pursuant to spending policy	<u>15,858</u>	<u>(15,858)</u>	<u>-</u>
Balance September 30, 2020	<u>39,750</u>	<u>226,200</u>	<u>265,950</u>
Interest income	-	7,495	7,495
Investment fees	-	(2,959)	(2,959)
Change in fair value	-	49,125	49,125
Appropriations pursuant to spending policy	<u>17,758</u>	<u>(17,758)</u>	<u>-</u>
Balance September 30, 2021	\$ <u>57,508</u>	\$ <u>262,103</u>	\$ <u>319,611</u>

6. Long-term Debt

Long-term debt consisted of the following:

	<u>2021</u>	<u>2020</u>
3.7% mortgage payable to a local bank, payable in monthly installments of \$2,329, including principal and interest, through February 2021 when interest will be adjusted to prime plus 0.50% for the remaining term of the loan, collateralized by real estate. The maturity date for this mortgage is in September 2044.	\$ <u>441,762</u>	\$ <u>453,381</u>
3.00% unsecured promissory note, payable in annual installments of \$43,000, including principal and interest, through September 2024 due to Littleton Regional Health Care.	<u>136,657</u>	<u>179,582</u>
3.00% unsecured promissory notes, payable in annual installments ranging from \$8,000 to \$29,000, including principal and interest, through September 2024 due to related parties.	<u>181,150</u>	<u>240,958</u>
Total long-term debt	<u>759,569</u>	<u>873,921</u>
Less current portion	<u>114,398</u>	<u>112,099</u>
Long-term debt, less current portion	\$ <u>645,171</u>	\$ <u>761,822</u>

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020**

The Agency is required to meet an annual minimum debt service coverage ratio as defined in the loan agreement with Woodsville Guaranty Savings Bank. The covenant was met at September 30, 2021.

Principal maturities of the above notes over the next five years and thereafter are as follows:

2022	\$ 114,398
2023	117,925
2024	121,560
2025	12,955
2026	13,449
Thereafter	<u>379,282</u>
Total	\$ <u>759,569</u>

7. Line of Credit

The Agency has a \$500,000 line of credit payable on demand with a local bank, collateralized by the Agency's business assets, through June 30, 2022. The interest rate is prime plus 1% (4.25% at September 30, 2021). There was no outstanding balance at September 30, 2021 and 2020.

8. Net Patient Service Revenue

Net patient service revenue is as follows:

	<u>2021</u>	<u>2020</u>
Medicare	\$ 7,181,165	\$ 6,634,027
Medicaid	604,224	555,101
Other third-party payors and private pay	<u>286,590</u>	<u>290,628</u>
Total	\$ <u>8,071,979</u>	\$ <u>7,479,756</u>

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

The Agency provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Agency does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue. The cost to provide such services is not considered material to the financial statements.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020**

The Agency was able to provide the above charity care under local community support and state grants. Local community support consisted of contributions and municipal and county appropriations.

9. Retirement Plan

The Agency has a 403(b) retirement plan. The 403(b) employer match expense was \$49,173 in 2021 and \$58,827 in 2020.

10. Functional Expenses

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

	<u>2021</u>	<u>2020</u>
Program services		
Salaries and related expenses	\$ 4,510,873	\$ 4,127,501
Program supplies	503,529	465,962
Contract services	633,044	868,704
Other operating expenses	957,104	895,876
Depreciation	160,959	96,150
Interest	<u>22,756</u>	<u>25,227</u>
Total program services	<u>6,788,265</u>	<u>6,479,420</u>
Administrative and general		
Salaries and related expenses	1,189,939	1,037,812
Contract services	661,128	406,551
Other operating expenses	174,902	173,074
Depreciation	38,891	24,173
Interest	<u>5,498</u>	<u>6,342</u>
Total administrative and general	<u>2,070,358</u>	<u>1,647,952</u>
Total	<u>\$ 8,858,623</u>	<u>\$ 8,127,372</u>

The Agency uses Medicare cost reporting methodology for allocation of expenses between program services and administrative and general expenses.

11. Malpractice Insurance

The Agency insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at September 30, 2021 which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual.

NORTH COUNTRY HOME HEALTH & HOSPICE AGENCY, INC.**Notes to Financial Statements****September 30, 2021 and 2020****12. Concentration of Risk**

The Agency grants credit without collateral to its patients, most of who are local residents and are insured under third-party payer agreements. Following is a summary of accounts receivable, by funding source.

	<u>2021</u>	<u>2020</u>
Medicare	38 %	51 %
Medicaid	13	10
United Healthcare	16	4
VA Administration	1	12
Commercial and Other	<u>32</u>	<u>23</u>
Total	<u>100 %</u>	<u>100 %</u>

13. Related-Party Transactions

Amounts due to entities related through common control, are as follows:

	<u>2021</u>	<u>2020</u>
Weeks Medical Center	\$ 60,302	\$ 59,093
North Country Healthcare	10,220	10,908
Androscoggin Valley Hospital	342,946	391,866
Androscoggin Valley Home Care Services	11,461	5,572
Upper Connecticut Valley Hospital	<u>8,537</u>	<u>284</u>
Total	<u>\$ 433,466</u>	<u>\$ 467,723</u>

The amounts due to related parties are for shared costs of the electronic medical records system implementation, and contract staffing.

Amounts due to related parties and included in long-term debt at September 30, 2021 and 2020 consisted of the following:

	<u>2021</u>	<u>2020</u>
3% note payable to Androscoggin Valley Hospital	\$ 88,985	\$ 119,844
3% note payable to Weeks Medical Center	66,740	87,703
3% note payable to Upper Connecticut Valley Hospital	<u>25,425</u>	<u>33,411</u>
	<u>\$ 181,150</u>	<u>\$ 240,958</u>

14. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through March 3, 2022, which is the date the financial statements were available to be issued.

NCHHHA Board of Directors 2021

[illegible]

Jessica C. Foster-Hebert, RN

Objective

Patient oriented Registered Nurse with solid knowledge in the setting of Home Health, Hospice, Oncology, Infusion Therapy and Urology. I have been a dedicated nurse for 13 years working in multiple clinical and leadership roles.

Education

ASSOCIATE DEGREE NURSING | 5/2013 | WHITE MOUNTAINS COMMUNITY COLLEGE
LISCENSED PRACTICAL NURSE | 11/2008 | CARE-MED EDUCATIONAL SERVICES
ANIMAL SCIENCE-HERD MANAGEMENT/GENERAL STUDIES | 6/2002 | UTAH STATE UNIVERSITY

*Enrollment with Capella University for BSN- on hold since the pandemic started.

Experience

DIRECTOR OF HOMECARE AND LONG-TERM CARE 2019-PRESENT

North Country Home Health and Hospice- Littleton, NH

- Daily clinical and operational oversight of the Home Health and Long-Term care business units.
- Survey deficiency free 2020, serving as lead RN.
- Direct management of all clinical staff for the agency.
- Serve as the Clinical Manager -Case management and Utilization review on all admissions and discharges within the agency with focus on quality and financial outcomes.
- Promotion of referrals in the health care community by serving as a liaison.
- Oversight of new hire orientation and provide clinical competency training and education.
- Development of process and workflow changes.
- Participate in the agencies QAPI program.
- Responsible for meeting Quality and Financial metrics.
- Serves as active member of the agencies Executive Team.
- Maintain compliance with state and federal regulations.
- Provide direct nursing care and education as needed to patients in the home.
- Provide other clinical oversight as needed.

UROLOGY -CLINICAL TEAM LEADER 2018-2019

Littleton Regional HealthCare- Littleton, NH

- Daily clinical oversight within the Urology office.
- Serve as lead nurse and work directly with providers and management team.
- Oversight of new hire office orientation and provide clinical competency training.
- Development of process and workflows.
- Development of the Uro/Onc Bladder Cancer program
- Provide urology related nursing care as directed by the ordering provider.

- Patient navigator within the urology care spectrum.

RESOURCE NURSE 2017-2019

Littleton Regional HealthCare-Littleton, NH

- Patient navigator for General Surgery, Gastroenterology, and ENT.
- Clinical support and training for all RNs and Medical Assistants.
- Assisted with office procedures.
- Float to other departments to assist with patient care needs.
- Worked with system educator to develop quality training programs for employees.
- Worked with providers to discuss areas of opportunity in clinical workflow processes.

ONCOLOGY/INFUSION 2013-2019

Littleton Regional HealthCare- Littleton, NH

- Direct patient care in outpatient setting.
- Clinical nurse for Dartmouth Norris Cotton Cancer Center Medical Oncologist.
- Patient navigator within the oncology care spectrum.
- Active participant in setting quality measure for department.
- Administration of chemotherapy and biotherapy medications.
- Administration of medications for rheumatology, gastroenterology, and infectious disease processes.
- Proficient in IV, Medi-Port, PICC line access, care, and maintenance.
- Preceptor to new hire nurses.

LPN CHARGE NURSE/3-11 SUPERVISOR 2008-2013

Morrison Nursing Home and Skilled Rehab- Whitefield, NH

- Direct patient care in Long Term Care setting.
- Responsible for medication administration and wound care.
- Oversight of all staff during the 3-11 shift.
- Active participant in Dementia Support Group.
- Preceptor to new hire nurses.

SKILLS

- Experience in the following electronic medical records; EPIC, Paragon Citrix, eClinicalWorks, Netsmart HomeCare, Meditech HomeCare.
- Knowledge of SHP and Home Health Gold data analyzers.
- ACLS/BLS card holder- pending renewal.
- ONS-Chemotherapy and Bio-Therapy administration card holder 2013-2018.
- PICC Excellence – Certified in PICC line placement 2018
- Knowledge of OASIS, PDGM, Home Health Conditions of Participation and Hospice regulations.
- Completed "The Patient Experience" training by Simone Healthcare Consultants.
- Yellow Belt in lean Six Sigma- completion date of 5/27/2021

- Completed the DISC 360 Leadership training.
- Palliative Care Team member

AWARDS/ACTIVITIES

- Employee of The Year Nominee Littleton Regional Healthcare -2016
- New Hampshire Long Term Care Foundation Scholarship recipient- 2008
- NCH Skills Development committee member 2019-present

References

Available upon request

Tiffany R. Haynes, MSN, RN, CHPN

EDUCATION/Certifications

2019 Advanced Hospice and Palliative Care Certification

Obtained Hospice and Palliative Care certification through Hospice & Palliative Nurses Association

2012 Norwich University- MSN

Masters of Science in Nursing with a concentration in Health Care Administration

2007 Saint Anselm College- BSN

Bachelors on Science in Nursing

PROFESSIONAL EXPERIENCE

North Country Home Health and Hospice

2020 to Present

President & CEO

Transitioned into the role of Vice President in early 2020 and then into the role of President in late 2020. Responsible for maintaining and growing North Country Home Health and Hospice into the premier Home Health, Palliative and Hospice agency in Coos and Grafton County.

North Country Home Health and Hospice

2017 to 2020

Director of Hospice and Palliative Care

Responsible for growing the Hospice program in a rural setting from an ADC of 25 to 75 in 3 years. Created a grassroots Palliative Care program, initially starting with a pilot of five patients and in 2020 consistently had a census of 65 patients on average. Provided oversight to the Hospice QAPI program and was responsible for the timely submission of HIS. Worked closely with clinicians and management to control costs, improve quality and symptom management. Heavily involved in marketing and community education.

Dartmouth Hitchcock Medical Center: 2 West Inpatient Surgery

2015 to 2017

Clinical Nurse Supervisor

Clinical Nurse Supervisor on an Inpatient Surgical floor specializing in Urology, Surgical Oncology and Gynecology. Current Champion for the Infection Prevention team working to reduce our HACs; with a focus on CLABSIs and CAUTIs. Charge RN and Preceptor as well as Clinical Nurse Supervisor responsible for performance evaluation, scheduling, patient flow, and QA/QC.

Concord Hospital: Center for Urologic Care

2012- 2015

Clinical Nurse Supervisor

Clinical Nurse Supervisor in a busy Urology Clinic. Responsible for the daily management of the staff (20 direct reports, MAs and RNs), staff schedules, performance review, management of QA/QC, yearly competencies.

Concord Hospital: Center for Urologic Care

2011-2012

Staff RN

Clinical Nurse responsible for telephone triage and patient teaching/procedures including: BCG (Bladder Chemotherapy), Testosterone injections, routine and emergent foley/suprapubic and foley catheter exchanges, bladder irrigation, patient teaching prior to surgery.

Bangor Area Visiting Nurses/Hospice of Eastern Maine

2010-2011

Staff RN

Staff RN responsible for admission and care of adult and pediatric VNA and Hospice patients, independently performed Wound VAC changes and wound assessments, PICC line assessments and removals, blood draws, initial IV antibiotic teaching sessions, initial G/J tube feeding teaching sessions, on call for emergencies during the evenings/night

Dartmouth Hitchcock Medical Center: 3 West Inpatient Surgery

2007-2010

Staff RN

Clinical Nurse on an Inpatient Surgical floor specializing in Orthopedics, Trauma and Plastic surgery. Preceptor, Magnet Ambassador, Chair of Shared Governance, Quality Champion

CONTRACTOR NAME

Key Personnel

Name	Job Title	Salary	% Paid from this Contract	Amount Paid from this Contract
TIFFANY Haynes, RN	President & CEO	140,000	0%	\$ 0.00
Jessica Foster-Hebert, RN	Dir of Homecare	100,000	20%	\$ 20,000.00

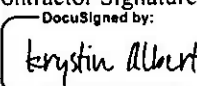
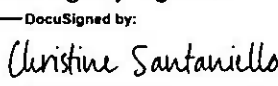
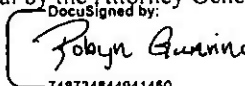
Subject: Home Health Services (RFA-2023-BEAS-10-HOMEH-02)

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

AGREEMENT

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

GENERAL PROVISIONS**1. IDENTIFICATION.**

1.1 State Agency Name New Hampshire Department of Health and Human Services		1.2 State Agency Address 129 Pleasant Street Concord, NH 03301-3857	
1.3 Contractor Name The Visiting Nurse Association of Franklin		1.4 Contractor Address 75 Chestnut St, Franklin NH, 03235	
1.5 Contractor Phone Number (603) 934-3454	1.6 Account Number 010-048-7872-540: 010-048-9255-543: 010-048-2638-540	1.7 Completion Date 6/30/2024	1.8 Price Limitation \$131,920
1.9 Contracting Officer for State Agency Robert W. Moore, Director		1.10 State Agency Telephone Number (603) 271-9631	
1.11 Contractor Signature DocuSigned by:  BB47ACEC89E941F... Date: 9/28/2022		1.12 Name and Title of Contractor Signatory Krystin Albert CEO	
1.13 State Agency Signature DocuSigned by:  BB00547FCE0E941F... Date: 9/29/2022		1.14 Name and Title of State Agency Signatory Christine Santaniello Associate Commissioner	
1.15 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.16 Approval by the Attorney General (Form, Substance and Execution) (if applicable) By:  748734844941480... On: 9/29/2022			
1.17 Approval by the Governor and Executive Council (if applicable) G&C Item number: _____ G&C Meeting Date: _____			

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

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, if applicable, this Agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Executive Council approve this Agreement as indicated in block 1.17, unless no such approval is required, in which case the Agreement shall become effective on the date the Agreement is signed by the State Agency as shown in block 1.13 ("Effective Date").

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

4. CONDITIONAL NATURE OF AGREEMENT.

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

5. CONTRACT PRICE/PRICE LIMITATION/PAYMENT.

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

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete

compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

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

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

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

6.1 In connection with the performance of the Services, the Contractor shall comply with all applicable statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal employment opportunity laws. In addition, if this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all federal executive orders, rules, regulations and statutes, and with any rules, regulations and guidelines as the State or the United States issue to implement these regulations. The Contractor shall also comply with all applicable intellectual property laws.

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

6.3. The Contractor agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

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

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

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

8. EVENT OF DEFAULT/REMEDIES.

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

8.1.1 failure to perform the Services satisfactorily or on schedule;

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

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

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

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

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

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

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

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

9. TERMINATION.

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

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

submit to the State a Transition Plan for services under the Agreement.

10. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

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

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

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

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

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS.

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

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

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

Contractor, or subcontractors, including but not limited to the negligence, reckless or intentional conduct. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph 13. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

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

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

14.1.2 special cause of loss coverage form covering all property subject to subparagraph 10.2 herein, in an amount not less than 80% of the whole replacement value of the property.

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

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than ten (10) days prior to the expiration date of each insurance policy. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference.

15. WORKERS' COMPENSATION.

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

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

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

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

18. **CHOICE OF LAW AND FORUM.** This Agreement shall be governed, interpreted and construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party. Any actions arising out of this Agreement shall be brought and maintained in New Hampshire Superior Court which shall have exclusive jurisdiction thereof.

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

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

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

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

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

24. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings with respect to the subject matter hereof.

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EXHIBIT A

Revisions to Standard Agreement Provisions

1. Revisions to Form P-37, General Provisions

- 1.1. Paragraph 3, Effective Date/Completion of Services, is amended by adding subparagraph 3.3 as follows:
 - 3.3. The parties may extend the Agreement for up four (4) additional years from the Completion Date, contingent upon satisfactory delivery of services, available funding, agreement of the parties, and approval of the Governor and Executive Council.
- 1.2. Paragraph 12, Assignment/Delegation/Subcontracts, is amended by adding subparagraph 12.3 as follows:
 - 12.3. Subcontractors are subject to the same contractual conditions as the Contractor and the Contractor is responsible to ensure subcontractor compliance with those conditions. The Contractor shall have written agreements with all subcontractors, specifying the work to be performed, and if applicable, a Business Associate Agreement in accordance with the Health Insurance Portability and Accountability Act. Written agreements shall specify how corrective action shall be managed. The Contractor shall manage the subcontractor's performance on an ongoing basis and take corrective action as necessary. The Contractor shall annually provide the State with a list of all subcontractors provided for under this Agreement and notify the State of any inadequate subcontractor performance.

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Scope of Services

1. Statement of Work

- 1.1. The Contractor shall provide Home Health Services in this Agreement to individuals who are not already receiving the same or similar services funded through other programs. Other programs may include, but are not limited to:
 - 1.1.1. New Hampshire's Medicaid State Plan.
 - 1.1.2. Any of the Home and Community Based Care Waivers administered by the Department.
 - 1.1.3. The Medicare Program.
 - 1.1.4. Services provided through the Veterans Administration.
- 1.2. The Contractor shall provide and administer the services in this Agreement in accordance with applicable federal and state laws and rules, and policies and regulations adopted by the Department currently in effect, and as they may be adopted or amended during the term of the Agreement, which include, but are not limited to:
 - 1.2.1. Title III of the Older Americans Act of 1965 as amended through P.L. 114-144, Enacted April 19, 2016.
 - 1.2.2. New Hampshire Administrative Rule He-E 502, The Older American Act Services: Title IIIB- Supportive Services, (from herein after referred to as NH Administrative Rule He-E 502).
 - 1.2.3. Title XX of the United States, Social Services Block Grant (SSBG).
 - 1.2.4. New Hampshire Administrative Rule He-E 501, The Social Services Block Grant (Title XX) (herein after referred to as NH Administrative Rule He-E 501).
- 1.3. The Contractor shall ensure services are available in Belknap and Merrimack Counties.
- 1.4. For the purposes of this Agreement, all references to days shall mean business days, excluding state and federal holidays.
- 1.5. For the purposes of this Agreement, all references to business hours shall mean Monday through Friday from 8 am to 4 pm.
- 1.6. **Adult In-Home Care/In-Home Care Services**
 - 1.6.1. The Contractor shall provide In Home Care Services through the Title III and Title XX programs to eligible individuals, which include, but are not limited to:
 - 1.6.1.1. Services by individuals employed and supervised by a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809, Home

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Health Care Providers or NH Administrative Rule He-P 822, Home Care Service Provider Agencies, as applicable.

- 1.6.1.2. Core household maintenance tasks to support the safety and well-being of individuals in their homes as defined in NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services
- 1.6.1.3. Light housekeeping tasks.
- 1.6.1.4. Evaluating client safety and well-being and making referrals to other services when indicated.

1.7. Home Health Aide Services

- 1.7.1. The Contractor shall be a home health care provider licensed in accordance with RSA 151:2 and NH Administrative Rule He-P 809 in order to provide home health aide services.
- 1.7.2. The Contractor shall provide Home Health Aide Level of Care Services through the Title III to eligible individuals as outlined in NH Administrative Rule He-E 502, which include, but are not limited to:
 - 1.7.2.1. Receiving referrals from an individual's health care provider(s).
 - 1.7.2.2. Performing evaluations of individuals' medical needs.
 - 1.7.2.3. Developing service plans and incorporating this information into the individuals' person-centered plans of care.
- 1.7.3. The Contractor shall provide the following home health aide services based on the individual's need:
 - 1.7.3.1. Services allowed within the Licensed Nursing Assistant (LNA) scope of practice, pursuant to NH Administrative Rule Nur 700; and
 - 1.7.3.2. Personal care services, as described in NH Administrative Rule He-E 801.22(b), when the individual's person-centered plan contains documentation that his or her functional or medical condition necessitates the performance of such tasks by an LNA and not an unlicensed provider.

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- 1.7.4. The Contractor shall coordinate home health aide services to ensure no duplication of services when the individual is also receiving home delivered meals, other Title III services, or services at an adult medical day program, in an assisted living facility, or in an adult family care home.

1.8. Service Administration

1.8.1. Access to Services

- 1.8.1.1. The Contractor shall assist individuals in accessing the services in this Agreement by:

1.8.1.1.1. Accepting applications for services directly from an individual and in accordance with Section 1.8.2., below; and

1.8.1.1.2. Accepting referrals of individuals from the Department's Adult Protection Program.

1.8.2. Client Request and Application for Services

- 1.8.2.1. The Contractor shall complete an intake and application for services in accordance with the requirements with NH Administrative Rule He-E 501, The Social Services Block Grant (Title XX) and NH Administrative Rule He-E 502, Older Americans Act Services: Title IIIB – Supportive Services, Title IIIC1 and C2 – Nutrition Program Policies, And Title IIID – Disease Prevention And Health Promotion Services and:

1.8.2.1.1. Complete Form 3000 Application provided by the Department for Title XX In Home Care Services.

1.8.2.1.2. Complete Form 3000 Application provided by the Department, or complete a Contractor owned form that includes the same information as the Form 3000 Application for Title III In Home Care Services, In Home Health Aide Level of Care Services, and In Home Nursing Level of Care Services.

1.8.3. Client Eligibility Requirements for Services

- 1.8.3.1. The Contractor shall complete an assessment for eligibility in accordance with the New Hampshire Administrative Rules He-E 501 and He-E 502.

1.8.3.2. The Contractor shall determine whether a client, except for those clients referred by the Department's Adult Protection

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Program in Section 1.8.7.2., is eligible for services in this Agreement using the information collected during the assessment and in accordance with the requirements in the laws and rules listed in Section 1.2.

- 1.8.3.3. The Contractor shall provide notice of eligibility or non-eligibility to clients and provide services to clients for the eligibility period in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.4. The Contractor shall re-determine whether a client is eligible to receive services in accordance with the requirements in the laws and rules listed in Section 1.2.
- 1.8.3.5. The Contractor may terminate services to a client in accordance with the laws and rules listed in Section 1.2.
- 1.8.3.6. The Contractor shall obtain a service authorization for In Home Care Services, In Home Health Aide Level of Care Services only, from the Department once the client has been determined or re-determined eligible to receive services by submitting a completed Form 3502 "Contract Service Authorization – New Authorization" to the Department.

1.8.4. Client Assessments and Service Plans

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

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1.8.5. Person Centered Provision of Services

1.8.5.1. The Contractor shall incorporate the following Guiding Principles for Person-Centered Planning Philosophy into all services provided under this Agreement:

1.8.5.1.1. Individuals and families are invited, welcomed, and supported as full participants in service planning and decision-making.

1.8.5.1.2. Individual's wishes, values, and beliefs are considered and respected.

1.8.5.1.3. Individuals are listened to; needs and concerns are addressed.

1.8.5.1.4. Individuals receive the information they need to make informed decisions.

1.8.5.1.5. Individual's preferences drive the planning process, though the decision making process may need to be accelerated to respond to emergencies.

1.8.5.1.6. Individual's services are designed, scheduled, and delivered to best meet the needs and preferences of said individual.

1.8.5.1.7. Individual's rights are affirmed and protected.

1.8.5.1.8. Individuals are protected from exploitation, abuse, and neglect.

1.8.5.1.9. Individual's services plans are based on person-centered planning and may be incorporated into existing service plans or documents already being used by the Contractor.

1.8.6. Client Fees and Donations

1.8.6.1. The Contractor shall comply with the donation requirements for Title III Services. The Contractor:

1.8.6.1.1. May ask individuals receiving services for a voluntary donation towards the cost of the service, except as stated in Section 1.8.7. Adult Protection Services;

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- 1.8.6.1.2. May suggest an amount for donations in accordance with New Hampshire Administrative Rule He-E 502.12;
- 1.8.6.1.3. Shall ensure the donation is purely voluntary, and must not refuse services if an individual is unable or unwilling to donate;
- 1.8.6.1.4. Shall not bill or invoice clients and/or their families; and
- 1.8.6.1.5. Shall ensure that all donations support the program for which donations were given.
- 1.8.6.2. The Contractor shall comply with the fee requirements for Title XX Services. The Contractor:
 - 1.8.6.2.1. May charge fees to individuals, (except as stated in Section 1.8.7. Adult Protection Services), receiving Title XX services provided that the Contractor establishes a sliding fee schedule and provides this information to individuals seeking services.
 - 1.8.6.2.2. Shall ensure that the sliding fee schedule complies with the requirements of New Hampshire Administrative Rule He-E 501.
 - 1.8.6.2.3. May not charge fees to clients, referred by the Department's Adult Protection Program, for whom reports of abuse, neglect, self-neglect and/or exploitation are under investigation or have been founded or under investigation.
 - 1.8.6.2.4. Shall ensure that all fees support the program for which donations were given.
- 1.8.7. Adult Protection Services
 - 1.8.7.1. The Contractor shall report suspected abuse, neglect, self-neglect, and/or exploitation of incapacitated adults as required by NH RSA 161-F: 46 of the Adult Protection law.
 - 1.8.7.2. The Contractor shall accept referrals of clients from the Department's Adult Protection Program and provide them with services described in this Agreement.
 - 1.8.7.3. The Contractor shall inform the referring Adult Protection Service staff of any changes in the client's situation or other concerns.

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- 1.8.7.4. The Contractor shall ensure that the payment received from the Department for the services required in this Agreement to clients who are active recipients of Adult Protection Services, is payment in full for those services, and must refrain from making any attempt to secure additional reimbursement of any type.
- 1.8.8. Referring Clients to Other Services
 - 1.8.8.1. The Contractor shall identify and refer clients to other services and programs that may assist the client, as applicable.
- 1.8.9. Client Wait Lists
 - 1.8.9.1. The Contractor shall ensure that all services covered by this Agreement are provided to the extent that funds, staff and/or resources for this purpose are available.
 - 1.8.9.2. The Contractor shall maintain a wait list in accordance with New Hampshire Administrative Rules He-E 501 and He-E 502 when funding or resources are not available to provide the requested services.
 - 1.8.9.3. The Contractor shall ensure individuals with adult protective needs in accordance with RSA 161-F:42-57 are given priority, and:
 - 1.8.9.3.1. If the Contractor has a waitlist for providing contracted services, then APS referrals shall be given priority on that waitlist.
 - 1.8.9.4. The Contractor shall include at a minimum the following information on its wait list:
 - 1.8.9.4.1. The individual's full name and date of birth.
 - 1.8.9.4.2. The name of the service being requested.
 - 1.8.9.4.3. The date upon which the individual applied for services, which shall be the date the application was received by the Contractor.
 - 1.8.9.4.4. The target date of implementing the services based on the communication between the individual and the Contractor.
 - 1.8.9.4.5. The date upon which the individual's name was placed on the wait list, which shall be the date of the notice of decision in which the

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- individual was determined eligible for Title XX services.
- 1.8.9.4.6. The individual's assigned priority on the wait list, determined in accordance with NH Administrative Rules He-E 501 and 502.
- 1.8.9.4.7. A brief description of the individual's circumstances and the services he or she needs.
- 1.8.9.5. The Contractor shall prioritize each individual's standing on the wait list by determining the individual's urgency of need in the following order:
- 1.8.9.5.1. Individual is in an institutional setting or is at risk of being admitted to or discharged from an institutional setting.
- 1.8.9.5.2. Declining mental or physical health of the caregiver.
- 1.8.9.5.3. Declining mental or physical health of the individual.
- 1.8.9.5.4. Individual has no respite services while living with a caregiver.
- 1.8.9.5.5. Length of time on the wait list.
- 1.8.9.5.6. When two (2) or more individuals on the wait list have been assigned the same service priority, the individual served first shall be the one with the earliest application date.
- 1.8.9.5.7. Individuals who are being served under the Adult Protection Program, as mandated in NH RSA 161-F: 42-57 shall be exempt from the wait list in accordance with NH Administrative Rules He-E 501.14 (f) and He-E 502.13.
- 1.8.9.6. The Contractor shall notify the individual in writing when an individual is placed on the wait list.
- 1.8.9.7. The Contractor shall make the wait list available to the Department upon request.
- 1.8.10. E-Studio Electronic Information System
- 1.8.10.1. The Contractor shall use the Department's E-Studio electronic information system for uploading reports to the

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Home Health Services**

EXHIBIT B

Department and receiving important information from the Department concerning time-sensitive announcements, policy releases, administrative rule adoptions, and other critical information.

1.8.10.2. The Contractor shall identify all of the key personnel who need to have E-Studio accounts to ensure that information from the Department can be shared with the necessary staff.

1.8.10.3. The Contractor shall ensure that their E-Studio account(s) are kept current and that the Department is notified when a staff member is no longer working in the program so his/her account can be terminated.

1.8.11. Grievance and Appeals Process

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

1.8.11.1.1. The client's name.

1.8.11.1.2. The type of service received by the client.

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

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

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

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

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

1.8.12. Client Feedback

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

1.8.13. Support Services During an Emergency, Disaster or Crisis

1.8.13.1. The Contractor shall provide support services to eligible individuals who are homebound in accordance with the

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

Older Americans Act during a declaration of emergency or disaster, which may include delivery services for essential needs.

1.8.13.2. The Contractor shall provide COVID-19 pandemic support services, which may include, but not be limited to:

1.8.13.2.1. Disseminating information about COVID-19 vaccines, and directing individuals with questions to additional sources of information.

1.8.13.2.2. Addressing inequity in COVID-19 vaccination access among older adults, family caregivers, and aging network staff and volunteers from communities defined by race, ethnicity, geography, disability, income, sexual orientation, gender identity, and other factors.

1.8.13.2.3. Arranging and/or providing accessible transportation to COVID-19 vaccination sites for individuals and their caregivers.

1.8.13.2.4. Planning and organizing vaccination activities.

1.8.13.2.5. Assisting older adults to receive COVID-19 booster shots, if necessary.

1.8.13.2.6. Providing Personal Protective Equipment (PPE) to staff and/or individuals served.

1.9. The Contractor shall provide sufficient staff who have the skills to perform all services specified in this Agreement.

1.10. The Contractor shall maintain a level of staffing necessary to perform and carry out all of the functions, requirements, roles, and duties in a timely fashion for the number of clients and geographic area as identified in this Agreement.

1.11. The Contractor shall verify and document that all staff and volunteers have appropriate training, education, experience, and orientation to fulfill the responsibilities of their respective positions.

1.12. The Contractor shall ensure that all personnel and training records and documentation of all individuals requiring licenses and/or certifications are current.

1.13. The Contractor shall develop a Staffing Contingency Plan and submit their written Staffing Contingency Plan to the Department within thirty (30) days of the contract effective date that includes:

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

- 1.13.1. The process for replacement of personnel in the event of loss of key personnel or other personnel during the period of this Agreement;
- 1.13.2. A description of how additional staff resources will be allocated in the event of inability to meet any performance standard;
- 1.13.3. A description of time frames necessary for obtaining staff replacements;
- 1.13.4. An explanation of the Contractor's capabilities to provide, in a timely manner, staff replacements/additions with comparable experience; and
- 1.13.5. A description of the method for training new staff members performing duties required under this Agreement.
- 1.14. The Contractor shall complete a criminal background check for each staff member or volunteer who will be interacting with or providing hands-on care to individuals in compliance with the requirements of New Hampshire Administrative Rules He-P 818, Adult Day Programs, Section 809.17, Personnel, and He-P 822, Home Care Service Provider Agencies, Section 822.17, Personnel.
- 1.15. The Contractor shall participate in meetings with the Department on a quarterly basis, or as otherwise requested by the Department.
- 1.16. The Contractor shall facilitate reviews of files conducted by the Department on a semi-annual basis, or as otherwise requested by the Department, that may include, but are not limited to:
 - 1.16.1. Desk reviews; or
 - 1.16.2. On-site reviews.
- 1.17. Reporting
 - 1.17.1. The Contractor shall submit quarterly reports on the provision of Home Health services to the Department to ensure program compliance. The Contractor shall ensure:
 - 1.19.1.1. The report is submitted on a pre-defined electronic form supplied by the Department by the 15th day of the month following the end of each quarter; and
 - 1.19.1.2. The report includes, but is not limited to:
 - 1.19.1.2.1. Expenses by program service provided.
 - 1.19.1.2.2. Revenue, by program service provided, by funding source.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

- 1.19.1.2.3. Total amount of donation and/or fees collected from all individuals as defined in Section 1.8.6.
 - 1.19.1.2.4. Actual Units served, by program service provided, by funding source.
 - 1.19.1.2.5. Number of unduplicated clients served, by service provided, by funding source.
 - 1.19.1.2.6. Number of Title III and Title XX clients served with funds not provided by the Department.
 - 1.19.1.2.7. Unmet need/waiting list.
 - 1.19.1.2.8. Lengths of time clients are on a waiting list.
 - 1.19.1.2.9. The number of days individuals did not receive planned service(s) due to the service(s) not being available due to inadequate staffing or other related Contractor issue.
 - 1.19.1.2.10. Explanation describing the reasons for individuals' not receiving their planned services in this Agreement.
 - 1.19.1.2.11. A plan to address how to resolve the issues in Section 1.19.1.2.10.
- 1.17.2. The Contractor may be required to provide other key data and metrics to the Department in a format specified by the Department.
- 1.18. Performance Measure
- 1.18.1. The Contractor shall ensure that all individuals' plans of care contain elements of person-centered planning for services in accordance with NH Administrative Rules He-E 502.17 and He-E 501.21 and as confirmed by the Department during a site review.

2. Exhibits Incorporated

- 2.1. The Contractor shall use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information (Privacy Rule) (45 CFR Parts 160 and 164) under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, and in accordance with the attached Exhibit I, Business Associate Agreement, which has been executed by the parties.
- 2.2. The Contractor shall manage all confidential data related to this Agreement in

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

accordance with the terms of Exhibit K, DHHS Information Security Requirements.

- 2.3. The Contractor shall comply with all Exhibits D through K, which are attached hereto and incorporated by reference herein.

3. Additional Terms

3.1. Impacts Resulting from Court Orders or Legislative Changes

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

3.2. Federal Civil Rights Laws Compliance: Culturally and Linguistically Appropriate Programs and Services

- 3.2.1. The Contractor shall submit, within ten (10) days of the Agreement Effective Date, a detailed description of the communication access and language assistance services to be provided to ensure meaningful access to programs and/or services to individuals with limited English proficiency; individuals who are deaf or have hearing loss; individuals who are blind or have low vision; and individuals who have speech challenges.

3.3. Credits and Copyright Ownership

- 3.3.1. All documents, notices, press releases, research reports and other materials prepared during or resulting from the performance of the services of the Agreement shall include the following statement, "The preparation of this (report, document etc.) was financed under an 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."
- 3.3.2. All materials produced or purchased under the Agreement shall have prior approval from the Department before printing, production, distribution or use.
- 3.3.3. The Department shall retain copyright ownership for any and all original materials produced, including, but not limited to:
- 3.3.3.1. Brochures.
 - 3.3.3.2. Resource directories.
 - 3.3.3.3. Protocols or guidelines.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT B

3.3.3.4. Posters.

3.3.3.5. Reports.

3.3.4. The Contractor shall not reproduce any materials produced under the Agreement without prior written approval from the Department.

4. Records

4.1. The Contractor shall keep records that include, but are not limited to:

4.1.1. Books, records, documents and other electronic or physical data evidencing and reflecting all costs and other expenses incurred by the Contractor in the performance of the Contract, and all income received or collected by the Contractor.

4.1.2. All records must be maintained in accordance with accounting procedures and practices, which sufficiently and properly reflect all such costs and expenses, and which are acceptable to the Department, and to include, without limitation, all ledgers, books, records, and original evidence of costs such as purchase requisitions and orders, vouchers, requisitions for materials, inventories, valuations of in-kind contributions, labor time cards, payrolls, and other records requested or required by the Department.

4.1.3. Statistical, enrollment, attendance or visit records for each recipient of services, 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.

4.2. During the term of this Agreement 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 Agreement for purposes of audit, examination, excerpts and transcripts. Upon the purchase by the Department of the maximum number of units provided for in the Agreement and upon payment of the price limitation hereunder, the Agreement and all the obligations of the parties hereunder (except such obligations as, by the terms of the Agreement are to be performed after the end of the term of this Agreement and/or survive the termination of the Agreement) 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.

**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

Payment Terms

1. This Agreement is funded by:
 - 1.1. 51.01% Federal funds,
 - 1.1.1. 5.46% Older Americans Act Title III-B, as awarded on April 27, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2201NHOASS.
 - 1.1.2. 39.25% Social Services Block Grant, as awarded on October 1, 2021, by the Social Services Block Grant, CFDA 93.667, FAIN 2101NHSOSR
 - 1.1.3. 10.30% Older Americans Act ARP Title III-B, as awarded on April 1, 2022, by the Administration for Community Living, Title IIIB, Supportive Services, CFDA 93.044, FAIN 2101NHSSC6
 - 1.2. 44.99% General funds.
2. For the purposes of this Agreement the Department has identified:
 - 2.1. The Contractor as a Subrecipient, in accordance with 2 CFR 200.331.
 - 2.2. The Agreement as NON-R&D, in accordance with 2 CFR §200.332.
3. **Unit-Based Reimbursement**
 - 3.1. Reimbursement shall be made for Belknap County at a per unit rate in accordance with Table 1, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$21,600 in State Fiscal Years 2023 and 2024.

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

Table 1:

Home Health Services - Franklin VNA (Belknap County)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$ 18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
Subtotal:		1,800	\$65.73	\$ 21,600.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	1,500	\$12.00	\$ 18,000.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
Subtotal:		1,800	\$65.73	\$ 21,600.00
Overall Total:		3,600	\$131.46	\$ 43,200.00

3.2. Reimbursement shall be made for Merrimack County at a per unit rate in accordance with Table 2, below, and Exhibit B, Scope of Services Section 1.6 through 1.8, not to exceed \$36,360 in State Fiscal Years 2023 and 2024.

Table 2:

Home Health Services - Franklin VNA (Merrimack County)				
7/1/2022 through 06/30/2023 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	2,730	\$12.00	\$ 32,760.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
Subtotal:		3,030	\$65.73	\$ 36,360.00
7/1/2023 through 06/30/2024 Service Units				
Adult In-Home Care	Unit Type	Total # of Units of Service anticipated to be delivered.	Rate per Service	Total Amount of Funding being Requested for each Service
Title XX In Home Services	1/2 Hour	2,730	\$12.00	\$ 32,760.00
Title IIIB In Home Services	1/2 Hour	300	\$12.00	\$ 3,600.00
Title IIIB Home Health Aide	1/2 Hour	0	\$16.00	\$ -
Title IIIB Nursing	1/2 Hour	0	\$25.73	\$ -
Subtotal:		3,030	\$65.73	\$ 36,360.00
Overall Total:		6,060	\$131.46	\$ 72,720.00

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

1. Covid Funding Reimbursement

1.1. Payment for COVID-19 discretionary funding shall be on a cost reimbursement basis for actual expenditures incurred in the fulfillment of Exhibit B, Scope of Services Section 1.8.13.2., and shall be in accordance with the approved line items, as specified in Exhibits C-1, Budget Sheet.

2. The Contractor shall submit an invoice with supporting documentation to the Department no later than the fifteenth (15th) working day of the month following the month in which the services were provided. The Contractor shall ensure each invoice:

2.1. Includes the Contractor's Vendor Number issued upon registering with New Hampshire Department of Administrative Services.

2.2. Is submitted in a form that is provided by or otherwise acceptable to the Department.

2.3. Identifies and requests payment for allowable costs incurred in the previous month.

2.4. Includes supporting documentation of allowable costs with each invoice that may include, but are not limited to, time sheets, payroll records, receipts for purchases, and proof of expenditures, as applicable.

2.5. Is completed, dated and returned to the Department with the supporting documentation for allowable expenses to initiate payment.

2.6. Is assigned an electronic signature, includes supporting documentation, and is emailed to dhhs.beasinvoices@dhhs.nh.gov or mailed to:

Financial Manager
Department of Health and Human Services
105 Pleasant Street
Concord, NH 03301

3. The Department shall make payments to the Contractor within thirty (30) days of receipt of each invoice and supporting documentation for authorized expenses, subsequent to approval of the submitted invoice.

4. The final invoice and supporting documentation for authorized expenses shall be due to the Department no later than forty (40) days after the contract completion date specified in Form P-37, General Provisions Block 1.7 Completion Date.

5. Notwithstanding Paragraph 17 of the General Provisions Form P-37, changes limited to adjusting amounts within the price limitation and adjusting encumbrances between State Fiscal Years and budget class lines through the Budget Office may be made by written agreement of both parties, without

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**New Hampshire Department of Health and Human Services
Home Health Services**

EXHIBIT C

obtaining approval of the Governor and Executive Council, if needed and justified.

6. Audits

6.1. The Contractor shall email an annual audit to dhhs.act@dhhs.nh.gov if any of the following conditions exist:

6.1.1. Condition A - The Contractor expended \$750,000 or more in federal funds received as a subrecipient pursuant to 2 CFR Part 200, during the most recently completed fiscal year.

6.1.2. Condition B - The Contractor is subject to audit pursuant to the requirements of NH RSA 7:28, III-b, pertaining to charitable organizations receiving support of \$1,000,000 or more.

6.1.3. Condition C - The Contractor is a public company and required by Security and Exchange Commission (SEC) regulations to submit an annual financial audit.

6.2. If Condition A exists, the Contractor shall submit an annual Single Audit performed by an independent Certified Public Accountant (CPA) to dhhs.act@dhhs.nh.gov within 120 days after the close of the Contractor's fiscal year, conducted in accordance with the requirements of 2 CFR Part 200, Subpart F of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal awards.

6.2.1. The Contractor shall submit a copy of any Single Audit findings and any associated corrective action plans. The Contractor shall submit quarterly progress reports on the status of implementation of the corrective action plan.

6.3. If Condition B or Condition C exists, the Contractor shall submit an annual financial audit performed by an independent CPA within 120 days after the close of the Contractor's fiscal year.

6.4. In addition to, and not in any way in limitation of obligations of the Agreement, 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 Agreement to which exception has been taken, or which have been disallowed because of such an exception.

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New Hampshire Department of Health and Human Services	
Contractor Name: <u>Visiting Nurse Association of Franklin</u>	
Budget Request for: FRA-2023-BEAS-10-HOMEH	
Budget Period <u>SFY 2023</u>	
Indirect Cost Rate (if applicable) <u>0.00%</u>	
Line Item	Program Cost - Funded by DHHS
1. Salary & Wages	\$16,000
2. Fringe Benefits	\$0
3. Consultants	\$0
4. Equipment Indirect cost rate cannot be applied to equipment costs per 2 CFR 200.1 and Appendix IV to 2 CFR 200.	\$0
5.(a) Supplies - Educational	\$0
5.(b) Supplies - Lab	\$0
5.(c) Supplies - Pharmacy	\$0
5.(d) Supplies - Medical	\$0
5.(e) Supplies Office	\$0
6. Travel	\$0
7. Software	\$0
8. (a) Other - Marketing/	\$0
8. (b) Other - Education and Training	\$0
8. (c) Other - Other (specify below)	
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
Other (please specify)	\$0
9. Subrecipient Contracts	\$0
Total Direct Costs	\$16,000
Total Indirect Costs	\$0
TOTAL	\$16,000

Contractor Initials



**New Hampshire Department of Health and Human Services
Exhibit D**

CERTIFICATION REGARDING DRUG-FREE WORKPLACE REQUIREMENTS

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

ALTERNATIVE I - FOR GRANTEES OTHER THAN INDIVIDUALS

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

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

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

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



New Hampshire Department of Health and Human Services
Exhibit D

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

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

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

Vendor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO



**New Hampshire Department of Health and Human Services
Exhibit E**

CERTIFICATION REGARDING LOBBYING

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

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

Programs (indicate applicable program covered):

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

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

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

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

Vendor Name: visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Exhibit E – Certification Regarding Lobbying

Vendor Initials

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Date 9/28/2022

**New Hampshire Department of Health and Human Services
Exhibit F**



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

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

INSTRUCTIONS FOR CERTIFICATION

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



**New Hampshire Department of Health and Human Services
Exhibit F**

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

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

PRIMARY COVERED TRANSACTIONS

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

LOWER TIER COVERED TRANSACTIONS

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Contractor Initials

9/28/2022
Date

**New Hampshire Department of Health and Human Services
Exhibit G**



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

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

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

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

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

Exhibit G

Contractor Initials

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



**New Hampshire Department of Health and Human Services
Exhibit G**

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

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

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Exhibit G

Contractor Initials

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



New Hampshire Department of Health and Human Services
Exhibit H

CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

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

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

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO



New Hampshire Department of Health and Human Services

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 applicable to business associates. As defined herein, "Business Associate" shall mean the Contractor and subcontractors and agents of the Contractor that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of New Hampshire, Department of Health and Human Services.

(1) Definitions.

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

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New Hampshire Department of Health and Human Services

Exhibit I

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

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

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



New Hampshire Department of Health and Human Services

Exhibit I

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

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

(3) Obligations and Activities of Business Associate.

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

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

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

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Contractor Initials

Date 9/28/2022



New Hampshire Department of Health and Human Services

Exhibit I

pursuant to this Agreement, with rights of enforcement and indemnification from such business associates who shall be governed by standard Paragraph #13 of the standard contract provisions (P-37) of this Agreement for the purpose of use and disclosure of protected health information.

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

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Contractor Initials

9/28/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

(4) Obligations of Covered Entity

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

(5) Termination for Cause

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

(6) Miscellaneous

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

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9/28/2022
Date



New Hampshire Department of Health and Human Services

Exhibit I

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

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

Department of Health and Human Services

The State by:

Christine Santaniello

Signature of Authorized Representative

Christine Santaniello

Name of Authorized Representative
Associate Commissioner

Title of Authorized Representative

9/29/2022

Date

Visiting Nurse Association of Franklin

Name of the Contractor

Krystin Albert

Signature of Authorized Representative

Krystin Albert

Name of Authorized Representative

CEO

Title of Authorized Representative

9/28/2022

Date

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**New Hampshire Department of Health and Human Services
Exhibit J****CERTIFICATION REGARDING THE FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY
ACT (FFATA) COMPLIANCE**

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

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

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

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

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

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

Contractor Name: Visiting Nurse Association of Franklin

9/28/2022

Date

DocuSigned by:

Krystin Albert

Name: Krystin Albert

Title: CEO

Contractor Initials

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Date 9/28/2022



**New Hampshire Department of Health and Human Services
Exhibit J**

FORM A

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

1. The UEI (SAM.gov) number for your entity is: NKQNUGK56C75
2. In your business or organization's preceding completed fiscal year, did your business or organization receive (1) 80 percent or more of your annual gross revenue in U.S. federal contracts, subcontracts, loans, grants, sub-grants, and/or cooperative agreements; and (2) \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

X NO YES

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

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

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

NO YES

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

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

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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



A. Definitions

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

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

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

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

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New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

I. RESPONSIBILITIES OF DHHS AND THE CONTRACTOR

A. Business Use and Disclosure of Confidential Information.

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

II. METHODS OF SECURE TRANSMISSION OF DATA

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

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

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

III. RETENTION AND DISPOSITION OF IDENTIFIABLE RECORDS

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

A. Retention

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

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DHHS Information Security Requirements



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

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

B. Disposition

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

IV. PROCEDURES FOR SECURITY

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

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DHHS Information Security Requirements



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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

New Hampshire Department of Health and Human Services

Exhibit K

DHHS Information Security Requirements



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

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

V. LOSS REPORTING

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

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

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

New Hampshire Department of Health and Human Services

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DHHS Information Security Requirements



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

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

VI. PERSONS TO CONTACT

A. DHHS Privacy Officer:

DHHSPrivacyOfficer@dhhs.nh.gov

B. DHHS Security Officer:

DHHSInformationSecurityOffice@dhhs.nh.gov

State of New Hampshire

Department of State

CERTIFICATE

I, David M. Scanlan, Secretary of State of the State of New Hampshire, do hereby certify that THE VISITING NURSE ASSOCIATION OF FRANKLIN is a New Hampshire Nonprofit Corporation registered to transact business in New Hampshire on November 13, 1944. I further certify that all fees and documents required by the Secretary of State's office have been received and is in good standing as far as this office is concerned.

Business ID: 65719

Certificate Number: 0005764462



IN TESTIMONY WHEREOF,
I hereto set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 21st day of April A.D. 2022.

A handwritten signature in black ink, appearing to read "David M. Scanlan".

David M. Scanlan
Secretary of State

CERTIFICATE OF AUTHORITY

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

1. I am a duly elected Clerk/Secretary/Officer of Visiting Nurse Association of Franklin
(Corporation/LLC Name)

2. The following is a true copy of a vote taken at a meeting of the Board of Directors/shareholders, duly called and held on April 26, 2022, at which a quorum of the Directors/shareholders were present and voting.
(Date)

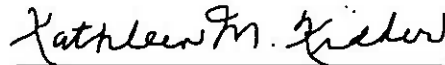
VOTED: That Krystin Albert (may list more than one person)
(Name and Title of Contract Signatory)

is duly authorized on behalf of Visiting Nurse Association of Franklin to enter into contracts or agreements with the State
(Name of Corporation/ LLC)

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

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

Dated: 9/16/2022



Signature of Elected Officer
Name: Kathleen Kidder
Title: Chair of Board of Directors



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/26/2022

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

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

PRODUCER FIAI/Cross Insurance 1100 Elm Street Manchester NH 03101	CONTACT NAME: Marissa Juneau PHONE (A/C, No, Ext): (603) 669-3218 FAX (A/C, No): (603) 645-4331 E-MAIL ADDRESS: manch.certs@crossagency.com INSURER(S) AFFORDING COVERAGE INSURER A: National Union Fire Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

INSURED Visiting Nurse Association of Franklin 75 Chestnut Street Franklin NH 03235	NAIC #

COVERAGES

CERTIFICATE NUMBER: 22-23 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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☒ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PROJECT ☐ LOC OTHER:			VHNU-HP-0000525-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
							MED EXP (Any one person) \$ 50,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 3,000,000
							PRODUCTS - COMP/OP AGG \$ 3,000,000
							\$
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			VHNU-HP-0000525-02	01/01/2022	01/01/2023	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 \$			VHNU-HP-0000525-02	01/01/2022	01/01/2023	EACH OCCURRENCE \$ 1,000,000
							AGGREGATE \$ 1,000,000
							\$
							\$
	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				PER STATUTE \$
							OTH-ER \$
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

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

CERTIFICATE HOLDER

CANCELLATION

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

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ACORD™

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/25/2022

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

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

PRODUCER USI Insurance Services LLC 3 Executive Park Drive, Suite 300 Bedford, NH 03110 855 874-0123	CONTACT NAME: Nicole Rhuda PHONE (A/C, No, Ext): 855 874-0123 FAX (A/C, No): E-MAIL ADDRESS: nicole.rhuda@usi.com INSURER(S) AFFORDING COVERAGE INSURER A: Technology Insurance Company, Inc. NAIC # 42376
INSURED The Visiting Nurse Association of Franklin 75 Chestnut Street Franklin, NH 03235	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMPIOP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ 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			TWC3993193	07/01/2022	07/01/2023	PER STATUTE ☒ OTHER ☐ E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000

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

Attention Amy Marchildon
 Amy.E.Marchildon@dhhs.nh.gov

CERTIFICATE HOLDER

State of NH Department of Health
 and Human Services
 129 Pleasant Street
 Concord, NH 03301-3857

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

[Signature]



MISSION STATEMENT

The mission of the Visiting Nurse Association of Franklin is to provide quality home health care, hospice care, and education to individuals and families in our communities so that they may reach their highest level of independence.



Franklin
VNA & Hospice

FINANCIAL STATEMENTS

December 31, 2021 and 2020

With Independent Auditor's Report





INDEPENDENT AUDITOR'S REPORT

Board of Directors
The Visiting Nurse Association of Franklin
d/b/a Franklin Visiting Nurse Association & Hospice

Opinion

We have audited the accompanying financial statements of The Visiting Nurse Association of Franklin d/b/a Franklin Visiting Nurse Association & Hospice, which comprise the balance sheets as of December 31, 2021 and 2020, and the related statements of operations and changes in net assets and cash flows for the years then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of The Visiting Nurse Association of Franklin as of December 31, 2021 and 2020, and the results of its operations, changes in its net assets and its cash flows for the years then ended in accordance with U.S generally accepted accounting principles.

Basis for Opinion

We conducted our audits in accordance with U.S. generally accepted auditing standards. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of The Visiting Nurse Association of Franklin and to meet our other ethical responsibilities in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S generally accepted accounting principles, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatements, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about The Visiting Nurse Association of Franklin's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Board of Directors
The Visiting Nurse Association of Franklin
d/b/a Franklin Visiting Nurse Association & Hospice
Page 2

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. generally accepted auditing standards, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of The Visiting Nurse Association of Franklin's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about The Visiting Nurse Association of Franklin's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Berry Dunn McNeil & Parker, LLC

Manchester, New Hampshire
April 26, 2022

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Balance Sheets

December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
ASSETS		
Current assets		
Cash and cash equivalents	\$ 105,277	\$ 463,069
Patient accounts receivable, net	405,178	258,973
Prepaid expenses	<u>12,151</u>	<u>3,509</u>
Total current assets	522,606	725,551
Investments	3,521,419	3,229,126
Property and equipment, net	<u>19,943</u>	<u>37,029</u>
Total assets	<u>\$ 4,063,968</u>	<u>\$ 3,991,706</u>
LIABILITIES AND NET ASSETS		
Current liabilities		
Accounts payable and accrued expenses	\$ 41,835	\$ 39,503
Line of credit	50,000	-
Accrued payroll and related expenses	200,728	167,283
CARES Act refundable advance	<u>-</u>	<u>123,399</u>
Total current liabilities and total liabilities	292,563	330,185
Net assets		
Without donor restrictions	<u>3,771,405</u>	<u>3,661,521</u>
Total liabilities and net assets	<u>\$ 4,063,968</u>	<u>\$ 3,991,706</u>

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Statements of Operations and Changes in Net Assets

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Operating revenue		
Net patient service revenue	\$ 2,372,415	\$ 2,348,031
Other operating revenue	66,114	106,454
CARES Act revenue	<u>134,049</u>	<u>431,158</u>
Total operating revenue	<u>2,572,578</u>	<u>2,885,643</u>
Operating expenses		
Salaries and benefits	2,246,595	2,270,317
Other operating expenses	554,694	687,989
Depreciation	<u>17,086</u>	<u>32,367</u>
Total operating expenses	<u>2,818,375</u>	<u>2,990,673</u>
Operating loss	<u>(245,797)</u>	<u>(105,030)</u>
Other revenue and gains		
Investment income	65,420	54,398
Contributions	15,856	14,495
Change in fair value of investments	<u>274,405</u>	<u>291,272</u>
Total other revenue and gains	<u>355,681</u>	<u>360,165</u>
Change in net assets without donor restrictions	109,884	255,135
Net assets without donor restrictions, beginning of year	<u>3,661,521</u>	<u>3,406,386</u>
Net assets without donor restrictions, end of year	<u>\$ 3,771,405</u>	<u>\$ 3,661,521</u>

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Statements of Cash Flows

Years Ended December 31, 2021 and 2020

	<u>2021</u>	<u>2020</u>
Cash flows from operating activities		
Change in net assets	\$ 109,884	\$ 255,135
Adjustments to reconcile change in net assets to net cash (used) provided by operating activities		
Depreciation	17,086	32,367
Change in fair value of investments	(274,405)	(291,272)
Decrease (increase) in the following assets		
Patient accounts receivable	(146,205)	54,976
Prepaid expenses	(8,642)	15,240
Increase (decrease) in the following liabilities		
Accounts payable and accrued expenses	2,332	(11,752)
Accrued payroll and related expenses	33,445	23,304
CARES Act refundable advance	(123,399)	123,399
Net cash (used) provided by operating activities	<u>(389,904)</u>	<u>201,397</u>
Cash flows from investing activities		
Purchase of investments	(1,935,623)	(796,756)
Proceeds from sale of investments	<u>1,917,735</u>	<u>761,083</u>
Net cash used by investing activities	<u>(17,888)</u>	<u>(35,673)</u>
Cash flows from financing activities		
Advances on line of credit	<u>50,000</u>	<u>-</u>
Net (decrease) increase in cash and cash equivalents	(357,792)	165,724
Cash and cash equivalents, beginning of year	<u>463,069</u>	<u>297,345</u>
Cash and cash equivalents, end of year	<u>\$ 105,277</u>	<u>\$ 463,069</u>

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

1. Summary of Significant Accounting Policies

Organization

The Visiting Nurse Association of Franklin d/b/a Franklin Visiting Nurse Association & Hospice (the Association) is a non-stock, non-profit corporation organized in New Hampshire. The Association's primary purpose is to provide home care, hospice and personal care services in Franklin and surrounding communities.

Basis of Presentation

Net assets and revenues, expenses, gains, and losses are classified as follows based on the existence or absence of donor-imposed restrictions in accordance with Financial Accounting Standards Board (FASB) Accounting Standards Codification (ASC) Topic 958, Not-for-Profit Entities. Under FASB ASC Topic 958 and FASB ASC Topic 954, Health Care Entities, all not-for-profit healthcare organizations are required to provide a balance sheet, a statement of operations, a statement of changes in net assets, and a statement of cash flows. FASB ASC Topic 954 requires reporting amounts for an organization's total assets, liabilities, and net assets in a balance sheet; reporting the change in an organization's net assets in statements of operations and changes in net assets; and reporting the change in its cash and cash equivalents in a statement of cash flows.

Net assets without donor restrictions: Net assets that are not subject to donor-imposed restrictions and may be expended for any purpose in performing the primary objectives of the Association. These net assets may be used at the discretion of the Association's management and the Board of Directors.

Net assets with donor restrictions: Net assets subject to stipulations imposed by donors and grantors. Some donor restrictions are temporary in nature; those restrictions will be met by actions of the Association or by the passage of time. Other donor restrictions are perpetual in nature, whereby the donor has stipulated the funds be maintained in perpetuity. Donor restricted contributions are reported as increases in net assets with donor restrictions. When a restriction expires, net assets are reclassified from net assets with donor restrictions to net assets without donor restrictions in the statement of operations and changes in net assets. At December 31, 2021 and 2020, the Association did not have any net assets with donor restrictions.

Income Taxes

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

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements. Estimates also affect the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Cash and Cash Equivalents

Cash and cash equivalents include highly liquid investments with an original maturity of three months or less, excluding investments. Short-term highly liquid investments with an original maturity of more than three months are classified as investments.

The Association has cash deposits in a major financial institution which may exceed federal depository insurance limits. The Association has not experienced any losses in such accounts. Management believes it is not exposed to any significant risk with respect to these accounts.

Patient Accounts Receivable

Accounts receivable are stated at the amount management expects to collect from outstanding balances. Management provides for probable payment adjustments by analyzing its past history and identification of trends for all funding sources in the aggregate. Management regularly reviews data about revenue in evaluating the sufficiency of the reserve which is netted against accounts receivable. Amounts not collected after all reasonable collection efforts have been exhausted are applied against the allowance for payment adjustments.

Patient accounts receivable amounted to \$405,178, \$258,973 and \$313,949 as of December 31, 2021, 2020 and 2019, respectively.

Investments

Investments are reported at fair value. Investment income and the recognized change in fair value are included in other revenues and gains to simplify the presentation of these amounts in the statements of operations and changes in net assets, unless otherwise stipulated by the donor or State law.

Investments, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. As such, it is reasonably possible that changes in the values of investments will occur in the near term and that such changes could materially affect the amounts reported in the balance sheets.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

Property and Equipment

Property and equipment are carried at cost less accumulated depreciation. Maintenance, repairs and minor renewals are expensed as incurred and renewals and betterments are capitalized. Provision for depreciation is computed using the straight-line method over the useful lives of the related assets.

Net Patient Service Revenue

Services to all patients are recorded as revenue when services are rendered at the estimated net realizable amounts from patients, third-party payors and others, including estimated retroactive adjustments under reimbursement agreements with third-party payors. Retroactive adjustments are accrued on an estimated basis in the period the related services are rendered and in future periods as final settlements are determined. Patients unable to pay full charge, who do not have other third-party resources, are charged a reduced amount based on the Association's published sliding fee scale. Reductions in full charge are recognized when the service is rendered.

Performance obligations are determined based on the nature of the services provided by the Association. Revenue for performance obligations satisfied over time is recognized based on actual services rendered. Generally, performance obligations satisfied over time relate to patients receiving skilled and non-skilled services in their home or facility. The Association measures the period over which the performance obligation is satisfied from admission to the point when it is no longer required to provide services to that patient, which is generally at the time of discharge.

Providers of home health services to clients eligible for Medicare home health benefits are paid on a prospective basis, with no retrospective settlement. The prospective payment is based on the scoring attributed to the acuity level of the client at a rate determined by federal guidelines. As the performance obligations for home health services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the prospective payment determined for the medically necessary services.

Providers of hospice services to clients eligible for Medicare hospice benefits are paid on a per-diem basis, with no retrospective settlement, provided the Association's aggregate annual Medicare reimbursement is below a predetermined aggregate capitated rate. Revenue is recognized as the services are performed based on the fixed rate amount. As the performance obligations for hospice services are met, revenue is recognized based upon the portion of the transaction price allocated to the performance obligation. The transaction price is the predetermined aggregate capitated rate per day.

Because all of the Association's performance obligations relate to short-term periods of care, the Association has elected to apply the optional exemption provided in FASB ASC Subtopic 606-10-50-14(a) and, therefore, is not required to disclose the aggregate amount of the transaction price allocated to performance obligations that are unsatisfied or partially unsatisfied at the end of the reporting period.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

Contributions

Unconditional promises to give cash and other assets are reported at fair value at the date the promise is received, which is then treated as cost. The gifts are reported as support with donor restrictions if they are received with donor stipulations that limit the use of the donated assets. When a donor restriction expires (that is, when a stipulated time restriction ends or purpose restriction is accomplished), net assets with donor restrictions are reclassified as net assets without donor restrictions and reported in the statements of operations and changes in net assets as net assets released from restrictions. Donor-restricted contributions whose restrictions are met in the same year as received are reflected as contributions without donor restrictions in the accompanying financial statements.

COVID-19

On March 11, 2020, the World Health Organization declared the Coronavirus disease (COVID-19), a global pandemic. In response to the global pandemic, The Centers for Medicare & Medicaid Services implemented certain relief measures and issued guidance for limiting the spread of COVID-19.

Local, U.S., and world governments encouraged self-isolation to curtail the spread of COVID-19 by mandating the temporary shut-down of businesses in many sectors and imposing limitations on travel and the size and duration of group meetings. Many sectors are experiencing disruption to business operations and may feel further impacts related to delayed government reimbursement, volatility in investment returns, and reduced philanthropic support. There is unprecedented uncertainty surrounding the duration of the pandemic, its potential economic ramifications, and any government actions to mitigate them.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

The U.S. government has responded with several phases of relief legislation as a response to the COVID-19 outbreak. Legislation enacted into law on March 27, 2020, called the Coronavirus Aid, Relief, and Economic Security Act (CARES Act), a statute to address the economic impact of the COVID-19 outbreak. The CARES Act, among other things, 1) authorizes emergency loans to distressed businesses by establishing, and providing funding for, forgivable bridge loans; 2) provides additional funding for grants and technical assistance; 3) delays due dates for employer payroll taxes and estimated tax payments for corporations; and 4) revises provisions of the IRC, including those related to losses, charitable deductions, and business interest. The Association received emergency grant funding under the CARES Act totaling \$123,399 to offset the impact of COVID-19. Management believes the Association met the conditions necessary to recognize these contributions as revenue as of December 31, 2021, based on its understanding of the requirements related to lost revenues and COVID-related expenses. The Association also received \$10,650 and \$71,850 of CARES Act money passed through the State of New Hampshire for hazard pay during the years ended December 31, 2021 and 2020, respectively. These funds are recognized as CARES Act and other operating revenue in the financial statements.

On April 14, 2020, the Association received a loan from the U.S. Small Business Administration (SBA) within the CARES Act under the Paycheck Protection Program (PPP) in the amount of \$359,308. The loan proceeds were to be used for payroll and other allowable costs authorized in the PPP rules, and forgiveness of the loan balances was dependent upon compliance with this and other terms and conditions of the CARES Act. The Association recognized as CARES Act and other operating revenue in the statement of operations for the year ended December 31, 2020 when management determined the conditions for forgiveness were met. The Association received notification of forgiveness from the SBA on January 12, 2021. The loan is subject to audit by the SBA for six years from the date of loan forgiveness.

2. Availability and Liquidity of Financial Assets

The Association strives to maintain liquid financial assets sufficient to cover 90 days of general expenditures. Financial assets in excess of daily cash requirements are invested in certificates of deposit, equity securities, and other investments.

The following table reflects the Association's financial assets and liquidity resources available within one year for general expenditure for operations and capital expenditures as of December 31:

	<u>2021</u>	<u>2020</u>
Cash and cash equivalents	\$ 105,277	\$ 463,069
Patient accounts receivable, net	405,178	258,973
Investments	<u>3,521,419</u>	<u>3,229,126</u>
Financial assets available to meet cash needs for general expenditures within one year	<u>\$ 4,031,874</u>	<u>\$ 3,951,168</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

The Association also has a line of credit available to meet short-term needs. See Note 5 for information about this arrangement.

The Association manages its cash available to meet general expenditures following two guiding principles:

- Operating within a prudent range of financial soundness and stability; and
- Maintaining adequate liquid assets

3. Fair Value Measurement

FASB ASC Topic 820, *Fair Value Measurement*, defines fair value as the price that would be received to sell an asset or paid to transfer a liability (an exit price) in an orderly transaction between market participants, and also establishes a fair value hierarchy which requires an entity to maximize the use of observable inputs and minimize the use of unobservable inputs when measuring fair value. The fair value hierarchy within ASC Topic 820 distinguishes three levels of inputs that may be utilized when measuring fair value:

Level 1: Quoted prices (unadjusted) for identical assets or liabilities in active markets that the entity has the ability to access as of the measurement date.

Level 2: Significant observable inputs other than Level 1 prices, such as quoted prices for similar assets or liabilities, quoted prices in markets that are not active, and other inputs that are observable or can be corroborated by observable market data.

Level 3: Significant unobservable inputs that reflect an entity's own assumptions about the assumptions that market participants would use in pricing an asset or liability. There were no level 3 assets as of December 31, 2021 and 2020.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

Assets measured at fair value on a recurring basis were as follows:

Fair Value Measurements at December 31, 2021

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Debt instruments			
U.S. Government and agency	\$ 324,163	\$ 324,163	\$ -
Corporate bonds	<u>373,875</u>	<u>-</u>	<u>373,875</u>
Total debt instruments	698,038	324,163	373,875
Marketable equity securities	612,181	612,181	-
Mutual funds			
Equity funds	1,608,142	1,608,142	-
Fixed income funds	<u>603,058</u>	<u>603,058</u>	<u>-</u>
Total mutual funds	<u>2,211,200</u>	<u>2,211,200</u>	<u>-</u>
Total investments	<u>\$ 3,521,419</u>	<u>\$ 3,147,544</u>	<u>\$ 373,875</u>

Fair Value Measurements at December 31, 2020

	<u>Total</u>	<u>Level 1</u>	<u>Level 2</u>
Cash and cash equivalents	\$ 43,827	\$ 43,827	\$ -
Debt instruments			
U.S. Government and agency	492,658	492,658	-
Corporate bonds	<u>357,922</u>	<u>-</u>	<u>357,922</u>
Total debt instruments	850,580	492,658	357,922
Marketable equity securities	663,425	663,425	-
Mutual funds			
Equity funds	821,857	821,857	-
Fixed income funds	582,165	582,165	-
International equity	116,925	116,925	-
Alternatives	<u>150,347</u>	<u>150,347</u>	<u>-</u>
Total mutual funds	<u>1,671,294</u>	<u>1,435,097</u>	<u>-</u>
Total investments	<u>\$ 3,229,126</u>	<u>\$ 2,635,007</u>	<u>\$ 357,922</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

The fair value of corporate bonds are determined annually based on quoted market prices of similar instruments.

Investment management fees for the years ended December 31, 2021 and 2020 were \$20,139 and \$19,052, respectively.

4. Property and Equipment

Property and equipment consists of the following:

	<u>2021</u>	<u>2020</u>
Land	\$ 10,000	\$ 10,000
Land improvements	81,225	81,225
Building and improvements	333,289	333,289
Furniture, fixtures and equipment	<u>500,696</u>	<u>500,696</u>
Total cost	925,210	925,210
Less accumulated depreciation	<u>905,267</u>	<u>888,181</u>
Property and equipment, net	<u>\$ 19,943</u>	<u>\$ 37,029</u>

5. Line of Credit

The Association maintains a \$500,000 unsecured line of credit with a local bank bearing interest of 3.50% that expires on December 6, 2022. At December 31, 2021, there was an outstanding balance of \$50,000. There was no outstanding balance at December 31, 2020.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

6. Net Patient Service Revenue

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

The Association provides care to patients who meet certain criteria under its charity care policy without charge or at amounts less than its established rates. Because the Association does not pursue collection of amounts determined to qualify as charity care, they are not reported as revenue.

The Association was able to provide the above charity care under sliding fee scale policies and in activities without established rates or at rates substantially below costs through a combination of local community support and state grants.

In assessing collectability, the Association has elected the portfolio approach. This portfolio approach is being used as the Association has similar contracts with similar classes of patients. The Association reasonably expects that the effect of applying a portfolio approach to a group of contracts would not differ materially from considering each contract separately. Management's judgment to group the contracts by portfolio is based on the payment behavior expected in each portfolio category. As a result, management believes aggregating contracts (which are at the patient level) by the particular payor or group of payors results in the recognition of revenue approximating that which would result from applying the analysis at the individual patient level.

The Association's net patient service revenue is comprised of healthcare services transferred over time. The composition of net patient service revenue for the years ended December 31, 2021 and 2020 is as follows:

	<u>2021</u>	<u>2020</u>
Medicare	\$ 2,150,640	\$ 2,176,817
Medicaid	41,989	41,390
Other third-party payors	115,898	97,226
Private pay	<u>63,888</u>	<u>32,598</u>
Total	<u>\$ 2,372,415</u>	<u>\$ 2,348,031</u>

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

7. Functional Expenses

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

	<u>2021</u>	<u>2020</u>
Program services		
Salaries and benefits	\$ 1,941,286	\$ 1,893,967
Program supplies	76,211	145,628
Contract services	88,302	148,730
Other operating expenses	208,342	215,594
Depreciation	<u>14,764</u>	<u>27,126</u>
Total program services	<u>2,328,905</u>	<u>2,431,045</u>
Administrative and general		
Salaries and benefits	305,309	376,350
Contract services	151,166	144,877
Other operating expenses	30,673	33,160
Depreciation	<u>2,322</u>	<u>5,241</u>
Total administrative and general	<u>489,470</u>	<u>559,628</u>
Total	<u>\$ 2,818,375</u>	<u>\$ 2,990,673</u>

The Association uses Medicare cost reporting methodology for allocation of expenses between program services and administrative and general expenses.

8. Retirement Plan

The Association has a 403(b) defined contribution retirement plan covering all employees. Employer contributions made on behalf of eligible participants amounted to \$21,360 and \$24,412 for the years ended December 31, 2021 and 2020, respectively.

**THE VISITING NURSE ASSOCIATION OF FRANKLIN
D/B/A FRANKLIN VISITING NURSE ASSOCIATION & HOSPICE**

Notes to Financial Statements

December 31, 2021 and 2020

9. Concentration of Risk

The Association grants credit without collateral to its patients, most of whom are local residents and are insured under third-party payor agreements. Following is a summary of accounts receivable by funding source:

	<u>2021</u>	<u>2020</u>
Medicare	90 %	83 %
Medicaid	1	2
Other	<u>9</u>	<u>15</u>
Total	<u><u>100 %</u></u>	<u><u>100 %</u></u>

10. Malpractice Insurance

The Association insures its medical malpractice risks on a claims-made basis. There were no known malpractice claims outstanding at December 31, 2021 and 2020 which, in the opinion of management, will be settled for amounts in excess of insurance coverage, nor are there any unasserted claims or incidents which require loss accrual. The Association intends to renew coverage on a claims-made basis and anticipates that such coverage will be available.

11. Subsequent Events

For financial reporting purposes, subsequent events have been evaluated by management through April 26, 2022, which is the date the financial statements were available to be issued.

Franklin
VNA & Hospice

75 Chestnut Street, Franklin, NH 03235
Phone: 603-934-3454 Fax: 603-934-2222

BOARD OF DIRECTORS 4/2022 – 4/2023

NAME
<u>CHAIR</u> Kathleen “Kitty” Kidder
<u>VICE CHAIR</u> Virginia “Ginny” Blackmer
<u>TREASURER</u> Deborah Tessier
<u>SECRETARY</u> Cheri Caruso
Christopher Seufert, Esq.
Deborah Tessier
Mason Donovan
Michael J. Foss

Krystin L. Albert



CEO

Franklin VNA & Hospice- Franklin
January 2020-Present

- Responsible for daily operations providing quality healthcare services through home health and/or hospice services.
- Strategic planning to ensure quality service provision, compliance with local, state, federal and company policy.
- Leadership, community involvement and marketing.
- Coordination of services, budget development, and fundraising.
- Interprets operational indicators to detect census changes and increases or decreases in volume that could impact staffing levels, revenues, or expenses.
- Evaluates performance of Clinical Supervisors.
- Assists Clinical Supervisors to develop skills and techniques in evaluating the performance of clinicians.
- Hires, evaluates, and terminates organization personnel.
- Conducts annual evaluations on clinicians, or more frequently if indicated.

Director of Home Care and Hospice Services

Franklin VNA & Hospice – Franklin
November 2013 – Present

- Provides guidance and counseling to coordinators and Clinical Supervisors to assist them in continually improving all aspects of home and hospice care services, provided through agency personnel.
 - Oversees the maintenance of patient clinical records, statistics, reports, and records for purposes of evaluation and reporting of organization activities.
 - Conduct Inter-Disciplinary Team meetings and manage all members of the team, including the scheduling, productivity monitoring, mentoring, one-on-one meetings, pay practices, timekeeping, and expense reports
 - Assists Clinical Supervisors in managing clinical teams and planning.
 - Provides help in assessment, planning, implementation, and evaluation of patient and family/caregiver care to all clinical personnel as indicated.
 - Establishes departmental goals consistent with corporate goals and objectives
 - Assists the Executive Director in the preparation and administration of the organization's budget.
 - Interprets operational indicators to detect census changes and increases or decreases in volume that could impact staffing levels, revenues, or expenses.
 - Evaluates performance of Clinical Supervisors.
 - Assists Clinical Supervisors to develop skills and techniques in evaluating the performance of clinicians.
 - Hires, evaluates, and terminates organization personnel.
 - Conducts annual evaluations on clinicians, or more frequently if indicated.
 - Assures proper maintenance of clinical records in compliance with local, state, and federal laws.
 - Coordinates and oversees all direct and indirect patient services provided by clinical organization personnel.
 - Provides guidance and counseling to coordinators and clinical supervisors to assist them in continually improving all aspects of patient care services, provided through organization personnel.
 - Assists clinical supervisors in managing clinical teams and planning.
 - Evaluates performance of clinical supervisors.
 - Oversees the maintenance of patient clinical records, statistics, reports, and records for purposes of evaluation and reporting of organization activities.
 - Serves as the administrator on call when scheduled.
 - Assures compliance with all local, state, and federal laws regarding licensure and certification of organization personnel.
-

- In the absence of the Executive Director, the Director of Home & Hospice Clinical Services will become the acting Executive Director and will be vested with the authority to act on behalf of the Executive Director.

RN Case Manager

Central New Hampshire VNA

August 2001 – November 2013

- Interviews the client/patient and/or family to obtain a comprehensive history and to obtain data about client/patient's developmental status and behavior.
- Examines the client/patient to obtain objective physical data.
- Reviews available clinical data from referral and lab results, etc. as part of database.
- Completes a physical and psychosocial assessment based on interview, examination and review of available clinical data.
- Documents data and assessment on appropriate form according to guidelines.
- Communicates client/patient status and assessed needs to members of interdisciplinary team.
- Reassesses client/patient status at established time frames and as indicated by the client/patient's status.
- Reports status and changes in status as appropriate.
- Assesses potential for development of crisis situations based on combination of subjective and objective cues.
- Develops an individualized approach to deliver nursing care to the individual client/patient and family.
- Collaborates with interdisciplinary team to develop an integrated plan of care.
- Initiates discharge planning as an integral part of the plan of care at the time of admission.
- Documents plan of care appropriately.
- Acts as a resource to others planning care.
- Acknowledges, transcribes, coordinates and implements the medical diagnostic and therapeutic orders.
- Performs nursing care actions.
- Promotes client/patient's dignity during provision of care.
- Provides calm, supportive and therapeutic environment for clients/patients and their families.
- Assesses the client/patient's response to and understanding of care provided.
- Documents implementation of care appropriately.
- Reports client/patient's response to care as indicated.
- Acts as a resource to nursing students in provision of client/patient care.
- Reviews and updates the plan of care in collaboration with the client/patient/family and other interdisciplinary team members.
- Anticipates client/patient's abilities and incorporates anticipated needs into plan of care.
- Acts as a primary case manager when requested.
- Adheres to safety, organizational and ethical standards including VNA safety standards, VNA policies, protocols and procedures, infection control standards, and standards of confidentiality. Encourages a home physical environment that is clean and free of clutter and takes appropriate action to encourage the correction of hazards.
- Identifies needs for new or revised policies and procedures.
- Identifies and seeks participation in department quality improvement activities.
- Ensures confidentiality of employee, legal, client/patient, budget and VNA matters.

EDUCATION

Rivier College

May 1995

Bachelors of Science in Nursing

Nashua, NH

CERTIFICATION/LICENSURE

Registered Nurse (RN), State of New Hampshire

JILLIAN AUCOIN



PROFESSIONAL SUMMARY

Highly motivated individual with over eleven years of experience in health care, with seven of those being in administration in homecare. Team player who pays close attention to detail, computer literate, and has strong organizational skills. Able to work at a fast pace, and able to multi-task. Excellent work ethic with written and verbal communication skills. Energetic, professional personality, and has previous experience and enjoys working with the public. Ability to professionally work with a wide spectrum of team members.

EXPERIENCE

DECEMBER 2014 – PRESENT

CLINICAL ADMINISTRATIVE ASSISTANT- LEAD INTAKE COORDINATOR, FRANKLIN VISITING NURSES ASSOCIATION AND HOSPICE

- Client and clinician scheduling
- Auditing and electronically faxing patient orders
- Patient Insurance Authorizations
- Tracking, ordering, and distributing medical supplies
- Back-up to answering phones
- Maintaining and sending medical record requests and files (both paper & electronic)
- Lead client intake for homecare and hospice eligibility, overseeing other intake coworkers
- Communication with doctor's offices and facilities, facilitating patient discharges and intakes
- Running, filing, reviewing reports
- Maintained medical equipment for clinicians
- Homecare and hospice coding

DECEMBER 2010 – NOVEMBER 2014

HEALTH UNIT COORDINATOR/ LICENCED NURSING ASSISTANT, LAKES REGION GENERAL HOSPITAL

- Obtained information about clients' medical history, drug history, complaints and allergies.
- Assisted with ADL's such as bathing, oral hygiene, grooming, dressing, feeding and elimination.
- Accurately charted all patient services in records.
- Organized charts regularly in accordance with hospital's policy and procedures.
- Prepared folders and maintained records of newly admitted patients.
- Provided efficient customer service to clients.
- Managed incoming and outgoing calls for the unit.
- Health care billing.
- Transcribing doctor's orders and entering into the electronic medical records.
- Clerical work; copying and organizing
- Monitored and recorded vital signs.
- Maintained accurate records of patient care, condition, progress, and concerns.
- Responded appropriately to the physical, emotional, and developmental needs of patients.

JUNE 2006-DECEMBER 2010

SALES ASSOCIATE/KEY HOLDER, GAP INC, JONES NEW YORK, YANKEE CANDLE

Retail/ Customer Service

Utilized customer service skills to maintain customer satisfaction

Communication with Customers Required ability to multi-task efficiently

Handling of cash, credit cards, and receipts

Stocking merchandise

Inventory

Attentiveness to customer needs

Store appearance

Organization skills

EDUCATION

MARCH, 2021

B.S. BUSINESS ADMINISTRATION, SOUTHERN NEW HAMPSHIRE UNIVERSITY

Focus in Healthcare

Graduated cum laude with a GPA of 4.0 all four years

AUGUST, 2008

LICENSED NURSING ASSISTANT, LAKES REGION COMMUNITY COLLEGE

Graduated from the program with High Honors

46 hours of classroom theory/lab and 60 hours of clinical for a total of 106 hours of coursework.

Clinicals done at Taylor Home in Laconia, NH

JUNE, 2008

HIGH SCHOOL DIPLOMA, BELMONT HIGH SCHOOL

Graduated with Honors.

SKILLS

- Professional
- Great analytical person
- Detail-oriented
- Utilization in time management
- Understands medical procedures
- Communication skills
- Energetic work attitude
- Netsmart and AllDocs application knowledge
- Strong organizational and multitasking skills
- Adaptive individual with leadership skills
- Medical terminology knowledge
- Phone communication skills
- MS Windows/ excel, power point proficient
- Good knowledge and exposure to the healthcare industry

JENNIFER BOYCE



Qualifications

- ❖ Knowledge of billing software including Allscripts, Medicare FSSO system, NH Medicaid portals, and other billing programs
- ❖ Proficient in Microsoft Word and Excel
- ❖ Experience working alone, or with a team
- ❖ Passed college courses dealing in medical terminology, diseases of the human body, ICD-9-CM and ICD-10-CM, billing, and insurance practices

Employment History

2/2019-Present	Revenue Integrity Manager	Franklin VNA & Hospice
10/2017-2/2019	Billing & A/R Clerk	Franklin VNA & Hospice
7/2016-10/2017	Intake	Central NH VNA & Hospice
5/2015-7/2016	Patient Service Representative	Speare Memorial Hospital
6/2012-5/2015	Medical Biller	Central NH VNA & Hospice

Education

Everest University	Associate in Science, Medical Insurance Billing and Coding

Heather Calvin

Licensed Nursing Assistant

Eager to learn more, to be able to provide the people I give care to the best experiences possible. I want to be able to spend the one on one time with them, that is the reason I went into this field.

Work Experience

LNA

Peabody Home - Franklin, NH
September 2018 to Present

Provide assistance with adl, as well as providing emotional and physical help to residents, Obtaining vitals and recording intakes, to put into the computer.

Cashier/Customer Service

Country 3 Corners - Weare, NH
May 2016 to September 2017

Providing customer service by helping find items, Making meals. Restocking shelves as well and working on the system at the counter.

LNA

Education

Lna

American Red Cross - Franklin, NH
July 2018 to September 2018

High school or equivalent

Commonwealth of Massachusetts - Lawrence, MA
June 2014 to August 2014

High school or equivalent

Skills

CNA, Certified Nursing Assistant

Assessments

Nursing Aide Skills — Expert

June 2019

Amanda Morrison

4/25-5/4
Vacation

I am a very hard worker, and I enjoy being an LNA. I hope that you take my resume in consideration and hope to hear from you soon. Thank you.

Authorized to work in the US for any employer

Work Experience

LNA

New Hampshire Veterans Home - Tilton, NH
March 2019 to Present

Working in a facility, my responsibilities include:

- Provided patients/residents with care and companionship
- Checked vital signs
- Helped residents with activities of daily life (ADL): dressing, grooming, bathing, feeding, and walking
- Made beds
- Performed post-mortem care, if needed
- I am also CPR certified

LNA

Newfound Area Nursing Association
November 2013 to March 2019

Working in home care for 5 years, my responsibilities have included:

Training other LNA's, ADL's, homemaking, taking vitals, and taking care of hospice clients by providing post-mortem care.

Education

High school or equivalent

LNA health careers

Skills

- Vital Signs, ADL's, training new or oncoming LNA's, homemaking, and hospice. (6 years)

Certifications and Licenses

LNA

2013

CPR

Assessments

Nursing Aide Skills — Expert

January 2020

Providing nursing aid to patients using knowledge of relevant equipment and procedures.

Full results: https://share.indeedassessments.com/share_assignment/wkdq6x00ypyg0dgc

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Melissa M Tuttle



Highly committed and practical Licensed Nursing Assistant with an exemplary record of caring and thorough resident, home health and hospice services. Adept at handling difficult or traumatic situations with complete civility and professionalism. Able to work well independently and as a health care team member. I truly feel I am a lifelong asset to the nursing profession. I continue to develop professionally by advancing my nursing education in the state of New Hampshire.

EXPERIENCE

2020-PRESENT (PER DIEM)

LNA, VNA-MEETINGHOUSE

Assist with ADL's for the residents
Medicine reminders or observes
Blood pressure, temps, O2, weights
Report any changes to RN supervisor
Communicate with residents families and/or care giver

2019 –PRESENT

LEAD LNA, FRANKLIN VNA & HOSPICE

Maintain daily work schedule for LNA/Homemakers
End of life care for Hospice clients
Bi-monthly meetings for title XX/3B grant programs
Supervisory visits of homemakers for clients on title XX/3B/CFI

2011-2019

LEAD LNA, VNA-MEETINGHOUSE

Maintain daily work assignments and scheduling of all LNA
Communicate with residents/family/fellow team members in regards to personal care Report status change in residents to RN
Interview and train new team members

EDUCATION

SEPTEMBER 2020

GENERAL STUDIES-NHTI

MAY 2011

LNA-SALTER SCHOOL OF NURSING & ALLIED HEALTH

CLINICAL: HANOVER HILL NURSING HOME

JUNE 1996

HIGH SCHOOL DIPLOMA-MANCHESTER MEMORIAL HIGH SCHOOL

SKILLS

- Proficient in excel, power point, outlook.
- Provides direct patient care services
- Maintains accurate documentation regarding the patient's status
- Reports findings and uncanny incidents to the charge nurse
- Maintains cleanliness and sterility in the area
- Changes dressings, gauzes and bandages as specified
- Epic and Rover experience
- Ability to Adapt. Not only is the health care system changing, but every single day brings different encounters and challenges for nurses and nursing assistants.
- NetSmart experience, proficient in reporting
- Supports and interacts with the healthcare team
- Collects specimens and furnishes them to the laboratory department for the needed diagnostic procedures

LICENSES/CERTIFICATION

- CPR certificated
- NH LNA
- Narcan training
- Stop the bleed

ACHIEVEMENTS

May 2019-present

Board member for the state of NH Board of Nursing

February 2020

Panel member for the National Council Board of Nursing

ARIANNA HANCOCK



I am a self-motivated individual looking to gain more clinical experience along my healthcare journey. Working as a patient liaison has fueled my passion for helping others. Through the use of strong conflict resolution skills and prior healthcare knowledge from previous positions, I will effectively communicate with patients and provide top notch patient care. My experience at NHTI and SNHU coupled with my job experiences will ensure a positive and successful work environment.

EXPERIENCE

JUNE 2021 – PRESENT

CLINICAL SECRETARY, DARTMOUTH HITCHCOCK, CONCORD NH

Registering patients for their radiology appointments both in person and telephonically. Booking, canceling and rescheduling all radiology appointments. Verifying that the patient is MRI compatible and gathering information from other facilities where procedures were done. Ensuring that patients have had labs and picked up contrast for CAT Scans. Communicating with providers when patients do not schedule in timely manner or refuse exam. Maintaining HIPAA guidelines and ensuring safety and privacy of patients.

AUGUST 2020 – APRIL 2021

PATIENT SERVICE REPRESENTATIVE, LAKES REGION GENERAL HOSPITAL, LACONIA NH

Timely processing of patient referrals, insurance verification and insurance referrals. Booking and canceling of patient appointments. Relaying information to clinical staff through healthcare system. Maintaining HIPAA guidelines and ensuring safety and privacy of patients. Lab and Radiology Registration. Answering calls, transferring them if needed, and directing voicemails. Training new staff and going to any office that needs help throughout the week and adapting to the new environment.

APRIL 2019 – FEBRUARY 2020

ASSISTANT STORE LEAD, THE COSMETIC COMPANY, TILTON NH

Supervision of sales staff and supporting role for store manager. Making sure sales targets were met and exceeded. Solving customer complaints both in store and over the phone. Making schedules and checking product displays. Inputting inventory and training staff on proper ways to operate under corporate policies and procedures.

DECEMBER 2017 – APRIL 2019

BARTENDER/SERVER, APPLEBEE'S BAR AND GRILL, TILTON NH

Demonstrated ability to keep the bar organized, stocked and clean. Monitored cash registers and collected payments for drinks and food. Displayed communication skills through one-on-one contact with customers in person and over the phone. Utilized knowledge of mixed beverages, specialty liquors and craft beers to serve customers and provide wait staff with well-prepared drinks in a timely fashion. Keeping equipment clean and providing excellent customer service.

NOVEMBER 2016 – NOVEMBER 2017

HOURLY MANAGER, CHILIS BAR AND GRILL, MYRTLE BEACH SC

Transferred from New Llano store and got promoted. Maintained inventory and waste logs, order supplies and produce, handle all guests' issues, meet monthly labor goals, maintain cleanliness of store, manage all front and house staff, log and maintain finances. Cook in all aspects of the kitchen. Worked the bar when needed.

AUGUST 2015 – NOVEMBER 2016

SERVER/CORPORATE TRAINER, CHILIS BAR AND GRILL, NEW LLANO LA

Trained new employees, opening and closing responsibilities, exceeding all customer needs and expectations, running food, maintaining cleanliness of store. Excelled in Customer Interactions.

DECEMBER 2014 – JULY 2015

PET STYLIST, PETCO, GILFORD NH

Assisted in managing grooming department, exceed sales goals monthly, handled customer relations, maintained logbooks, responsible for finance and billing, groomed and bathed animals.

MAY 2013 – AUGUST 2014

LICENSED NURSING ASSISTANT, LAKES REGION GENERAL HOSPITAL, LACONIA NH

Performed and or provided assistance with activities of daily living, answered call bells, assisted nurses with medical procedures, emptied drains, brought patients to and from the OR, took out foley catheters and IV's, assisted with physical therapy. Assisted in paperwork and filing duties.

MARCH 2013 – AUGUST 2014

BEACH BAR SERVER/ SHIFT LEADER, NASWA BEACH BAR, LACONIA NH

Set up restaurant, maintained cleanliness, opening and closing responsibilities, created exceptional customer-based environment, met and exceed customer wants and needs, responsible for maintaining employee food.

APRIL 2010 – MAY 2013

CASHIER/BAKERY CLERK/CUSTOMER SERVICE REPRESENTATIVE, SHAW'S SUPERMARKET, TILTON NH

Assisted manager in checkout operations, open and closing duties, maintaining accurate finances, responsible for staff breaks and operations under direct supervision of the store manager. Maintained department, assisted manager with orders, decorated and made pastries as well as cakes, fulfilled customer orders, maintained cleanliness of bakery.

EDUCATION

2020 -2021

SOUTHERN NEW HAMPSHIRE UNIVERSITY, MANCHESTER NH

Bachelor of the Arts Degree in General Education with a concentration in Society and Social Problems. Awarded on January 2, 2022, Graduated Summa cum laude with a 3.94 GPA.

2018-2019

NHTI CONCORDS COMMUNITY COLLEGE, CONCORD NH

Began Criminal Justice program in 2018 and had a 4.0 GPA overall. Obtained associate degree in Criminal Justice in December of 2019.

2014-2015

NHTI CONCORDS COMMUNITY COLLEGE, CONCORD NH

Began Radiation therapy and maintained 3.87 GPA. Got inducted into Phi-Theta Kappa Honors Society.

2013-2014

LAKES REGION COMMUNITY COLLEGE, LACONIA NH

Received Licensed Nursing Assistance Certificate and passed NH Board exam. 3.9 GPA overall. Began pre-requisites for Radiation Therapy program. Dean's List.

SKILLS

- Ability to work well under pressure
- Adaptability
- Skilled in customer relations
- Ability to work with individuals from diverse backgrounds
- Exceptional Customer Service
- Strong attention to detail
- Proficient in medical terminology
- Proficient in report writing
- Strong conflict resolution skills
- High moral character and integrity
- Criminal Justice Knowledge
- Skilled in Computer Software Programs
- Team Oriented
- Dependable
- Healthcare Knowledge
- Insurance Knowledge

REFERENCES



Alysha Oneil



Willing to relocate: Anywhere

Work Experience

Cell Operator level 2

Watts Water Technologies - Franklin, NH
September 2017 to Present

Use air and Electric tools. how to read bill of material. Read and understand ATI's. Build, test and pack.
Have experience training new people

Key Holder/Sales Lead

Dollar general - Tilton, NH
October 2016 to August 2017

Cell Operator

Watts Water Technologies - Franklin, NH
December 2014 to August 2016

Cleaner

Full time cleaning - Meredith, NH
February 2012 to May 2014

Education

Newfound Regional High School - Bristol, NH
June 2010

High school or equivalent

Assessments

Call Center Customer Service — Proficient

August 2020

Applying customer service skills in a call center setting.
Full results: Proficient

Indeed Assessments provides skills tests that are not indicative of a license or certification, or continued development in any professional field.

Miranda King



EXPERIENCE

Hospice House, Concord, NH — LNA

May 2020 - PRESENT

Description of job

Community Bridges, Concord, NH — Direct Support Professional

December 2018 - May 2020

This job included developing a trusting and good working relationship with individuals and their families. I would often advocate with and on behalf of people with intellectual disabilities. I would support individuals to meet and achieve their goals and gain confidence in their abilities to take part in activities and every day care. This job also included helping the patient bathe, groom, dress, and assist with other everyday tasks, light housekeeping, cooking and serving meals.

Merrimack County Nursing Home, Boscawen, NH — LNA

May 2017 - December 2018

This job included performing personal care skills based on individualized patient plans of care and following facility protocol and policies. I would assist residents with ambulation and movement, provide privacy and emotional support all while preserving the resident's dignity, rights, and confidentiality. This job included answering call lights, checking patient's vital signs and monitoring patients. This job also included charting skills in the patient's EMR, and maintaining a clean, safe, and efficient environment to prevent spread of disease and/or illness.

Merrimack County Nursing Home, Boscawen, NH — Recreation Aide/ Assistant

July 2015 - May 2017

This job included setting up programs and activities for residents while ensuring safety protocols. I would also interact with effective communication skills with the residents. Conducting inventory for equipment and supplies within the department and transporting residents was also included in this job.

CERTIFICATIONS

- LNA
- CPR/AED
- Basic Life Support

LANGUAGES

- English

EDUCATION

Licensed Nursing Associate, Red Cross, Concord, NH — LNA

May 2018

Top four in class. Graduated with Honor Roll.

**Merrimack Valley High School, Penacook, NH — General
Education**

June 2015



RFA-2023-BEAS-10-HOMEH

Service: In Home Care Services

Key Personnel

Name	Job Title
Krystin Albert	CEO
Jillian Aucoin	Office & Private Duty Manager
Jennifer Boyce	Revenue Integrity Manager
Heather Fortin	LNA
Amanda Morrison	LNA
Melissa Tuttle	LNA
Arianna Hancock	LNA
Alysha Oneil	LNA
Miranda King	LNA